

## AGENDA

### SPECIAL RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

7:00 p.m.

October 17, 2016

Roll Call

1. A Resolution Authorizing the Village of Park Forest to execute the Subrecipient Agreement for a 2016 Cook County Community Development Block Grant
2. 2016-2017 Street Salt Purchase
3. A Resolution Establishing the 2016 Village of Park Forest Legislative Agenda

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall and on the Village website  
[www.villageofparkforest.com](http://www.villageofparkforest.com)

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708)748-1129 or via e-mail at [sblack@vopf.com](mailto:sblack@vopf.com). Every effort will be made to allow for meeting participation.

## **AGENDA BRIEFING**

**DATE:** October 11, 2016

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Hildy L. Kingma, AICP  
Director of Economic Development and Planning

**RE:** Resolution Authorizing the Village of Park Forest to execute the Subrecipient Agreement for a 2016 Cook County Community Development Block Grant

### **BACKGROUND/DISCUSSION:**

In August 2016, the Village was notified that it has been awarded a \$200,000 2016 Cook County Community Development Block Grant. This grant will enable the Village to improve up to eight mid-block pedestrian cut-throughs in the targeted Census block groups. The location of these cut-throughs include: Indianwood Boulevard to Peach Street, Peach Street to Sauk Court, Sauk Court to 21<sup>st</sup> Century School, Cherry Street to S. Orchard Drive, Green Street to Lakewood Boulevard, Blackhawk Drive to Sangamon Street, Sangamon Court to Somonauk Park, and E. Rocket Circle to the Orchard Park Shopping Center.

Improvements to these cut-throughs will include removal of trees, widening the paths from five feet to ten feet, addition of decorative light standards and improvement of lighting, extending paths to the street and adding ADA compliant ramps to the street and crosswalk markings across streets, moving storm sewer inlets and manholes where needed, and installation of stop signs and bollards at sidewalk intersections. The AmeriCorps NCCC Team assisted with this project by clearing all vegetation (except large trees) from 25 pedestrian cut-throughs, including those included in this CDBG project.

Improving walkability and pedestrian safety throughout the Village is an important strategy contained within the Transportation and Mobility chapter of the Park Forest Sustainability Plan. One of the ways that both the *Sustainability Plan* and the *Bicycle and Pedestrian Plan* call for accomplishing this strategy is through development of a Bicycle and Pedestrian Network. Key elements of the network include the 36 pedestrian cut-throughs that exist throughout the Village, and bike route signage on selected streets within the network.

The Village match for this grant is \$74,000. These matching dollars will come out of the Village's Capital Projects/Sustainability Fund. This figure could be reduced pending how much the Village may receive as credit for local matching funds for Staff time and work carried out by the AmeriCorps volunteers. Pending this determination, a budget amendment may be required at the midpoint of the current fiscal year. The Village Attorney has reviewed the Subrecipient Agreement and the Resolution.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules and Regular Board Meetings on October 17, 2016.

RESOLUTION No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE VILLAGE OF PARK FOREST  
TO EXECUTE THE SUBRECIPIENT AGREEMENT FOR A 2016  
COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT**

**WHEREAS**, on May 14, 2012, the Village Board adopted the *Growing Green: Park Forest Sustainability Plan* as the Sustainability element of the Village's comprehensive plan; and

**WHEREAS**, on December 8, 2014, the Village adopted the *Bicycle and Pedestrian Plan*, as recommended by the Park Forest Sustainability Plan; and

**WHEREAS**, on March 23, 2015, the Village adopted a *Complete Streets Policy*; and

**WHEREAS**, one of the Village's goals in adopting these Plans and Policies is to develop and provide a safe and accessible, well-connected and visually attractive surface transportation network, that balances the needs of all users and land uses, and promotes a more livable community for people of all ages and abilities; and

**WHEREAS**, Cook County has awarded the Village of Park Forest a \$200,000 Community Development Block Grant to improve up to eight (8) mid-block pedestrian cut-throughs located in qualifying Census block groups.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, in the exercise of their home rule powers as follows:**

Section 1: The Village Mayor and Village Clerk are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2016 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project Number 1606-020, a copy of which is on file with the Village Clerk.

Section 2: The Village Mayor or Village Manager be and are hereby directed and authorized to execute any and all additional documents necessary to carry out the 2016 Community Development Block Grant Program for the Village of Park Forest, Cook and Will Counties, Illinois, and, when necessary, the Village Clerk is directed and authorized to attest the signature of the Village Mayor or Village Manager.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM  
PROGRAM YEAR 2016  
October 1, 2016 through September 30, 2017**



**VILLAGE OF PARK FOREST**

**CDBG PY 2016  
SUBRECIPIENT AGREEMENT**

**PROJECT NUMBER:  
1606-020**

**AWARD:  
\$200,000**

**AWARDED TITLE:**

**Capital Improvement: Infrastructure: Village Bicycle/Pedestrian  
Plan Improvements**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, made and entered into as of the first day of October 2016, the first day of the Program Year, by and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and **Village of Park Forest**, a qualifying entity, (hereinafter referred to as the "Subrecipient,")

**WITNESSETH:**

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2016 through September 30, 2017, pursuant to said Act; and,

[SUBRECIPIENTS TO CHECK THE APPLICABLE BOX]

WHEREAS, the Subrecipient is a Municipality and derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, the Subrecipient is a Township and derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

WHEREAS, the Subrecipient is a Park District and derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

WHEREAS, the Subrecipient is a Housing Authority and derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

WHEREAS, the Subrecipient is an Intergovernmental Agency and derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; or

WHEREAS, the Subrecipient is a Not-For-Profit Corporation and derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient, with a Duns Number of **079761573**, has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the purpose described in the Subrecipient's Project Summary (including any special provisions) attached hereto as Exhibit "E" which includes a detailed description of the work, and has approved the Project s, a complete budget and schedule for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as 1606-020

NOW THEREFORE, the parties do hereby agree as follows:

**1. Recitals.**

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

**2. Exhibits and Attachments.**

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A")
2. Assurances (Exhibit "B")
3. Administrative Requirements (Exhibit "C")
4. Certificate of Lobbying (Exhibit "D")
5. Project Summary and Line Item Budget (Exhibit "E")

Execution of this Agreement by the Subrecipient means agreement and compliance with the certifications, assurances and administrative requirements contained in Exhibits A - D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Procedures and Operations Guide, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

**3. Administrative Regulations and Compliance.**

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exhibit C.

**4. Agreement to Undertake the Project.**

The Subrecipient agrees to undertake the work and activities described herein and in its Project Summary (Exhibit E).

**5. Grant Award.**

The County hereby agrees to make a grant for a sum not to exceed the CDBG budget amount identified in Exhibit E. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for 1606-020 in accordance with the approved Project Summary (Exhibit E). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS. CAPITAL IMPROVEMENT PROJECTS WILL ALSO RECEIVE A NOTICE TO PROCEED WHEN CONSTRUCTION CAN BEGIN.**

**6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.**

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The construction shall be done by bonded contractors acceptable to the CDBG Program and must comply with the affirmative goal of using minority and women-owned businesses (MBE/WBE) which is currently set at 25% MBE and 10% WBE based upon the current County ordinance.

The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

**7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objectives**

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter

regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. **Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.**

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas or individuals and that their performance and progress will be measured to that end. **Quarterly performance reports** shall be due to the County at a date determined by the County. The Subrecipient is required to submit the final performance Report with the last payment request. The Subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding requests in jeopardy. **The County reserves the right to deny requests for future funding, in part or in whole, due to the failure to comply with the stated rules and regulations.**

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low and moderate income people in the following categories;
  - a. Area benefit activities
  - b. Limited clientele activities
  - c. Housing activities
  - d. Job creation
2. Aid in the prevention or elimination of slum and blight; and
3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate-income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

D. Subrecipient may assess reasonable fees for the use of the facilities or services associated with this project; however such fees must not be excessive as to exclude low and moderate income persons from making use of the facilities or services. (24 CFR 570.200(b)(2)).

## **8. Conflict of Interest.**

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;
2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minutes of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

For the purposes of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions applies only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this Paragraph 8 in all contracts or subcontracts entered into pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to Paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(C).

G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

9. **Environmental Review Procedures; Authorization to Incur Grant Costs.**

The County and the Subrecipient shall adhere to the following schedule, as applicable.

- A. The County Planning and Development staff will undertake the required environmental review for the project.
- B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.
- C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, an "AUTHORIZATION TO INCUR GRANT COSTS".
- D. After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Procedures and Operations Guide, and, where necessary, the handbooks set out in Section 2.B. of this Agreement.

**10. Lobbying:**

The Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
- C. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- D. Lobbying Certification

The certification located in Exhibit D is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**11. Hatch Act: Davis Bacon**

- A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

**12. Copyright**

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**13. Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

**14. Environmental Conditions**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

15. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Authorization to Incur Grant Costs; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Program Year for this award on September 30, 2017.**

**16. Records Maintenance.**

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: records providing a full description of each activity being assisted with CDBG funds including its location and eligibility; a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

C. The Subrecipient agrees to comply with the records maintenance requirements set forth in 24 CFR 570.506 insofar as they apply to each activity undertaken.

**17. Return of Funds and Accounts Receivables; Expiration of Project.**

Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502;
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52;
- C. The requirements of 24 CFR Section 570.503 (b)(3) that any program income derived from the use of CDBG funds (including any investments thereof) on hand at the end of the term of the Agreement shall be returned or repaid to the County.
- D. The remedies for noncompliance and provisions on termination in accordance with 2 CFR part 200, subpart D.

- E. The requirements of 24 CFR 570.503(b)(7), Reversion of Assets, as modified by 24 CFR 570.501(b). Specifically, the Subrecipient shall ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

(1.) used to meet one of the National Objectives set forth in 24 CFR 570.208, as may be amended or redesignated, for at least five (5) years after the date that Subrecipient is no longer considered by HUD to be a part of the County's urban county; or

(2.) if any such real property is not used in accordance with subsection (1.) above, Subrecipient shall pay the County an amount equal to the current market value of the property, less any portion of the value attributable to the expenditures of CDBG Funds for the acquisition of, or improvement to, the property. No payment to the County is required after the period of time described in subsection (1.) above.

**18. Prohibition on Assignment or Transfer of Agreement or Funds.**

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

**19. Blank Forms and Documents.**

The Subrecipient shall, upon request of the County, submit any and all forms, documents, agreements and contracts to the County for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

**20. Obligation for Costs and Future Projects.**

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

**D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.**

**21. Indemnification.**

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

**22. Suspension or Termination of Agreement.**

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may.
  - a. suspend or terminate this Agreement in whole or in part by written notice, and/or:
  - b. demand refund of any funds disbursed to Subrecipient;
  - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
  - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;

- e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- f. withhold further awards for the program;
- g. take other remedies legally available; or
- h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph C.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has including but not limited to:

- 1. used or is using fraudulent, coercive or dishonest practices;
- 2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
- 3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit E hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

- 1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or
- 2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

**23. Notice.**

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY: Ms. Susan M. Campbell, Director  
Department of Planning and Development  
69 W. Washington, 29th Floor  
Chicago, IL 60602

TO THE SUBRECIPIENT: Honorable John A. Ostenburg, President  
Village of Park Forest  
350 Victory Drive  
Park Forest, IL 60466-2068

The Subrecipient agrees that the County will be consulted in the planning of any events related to the project and provided reasonable notice regarding the timing of the events.

**24. SIGNAGE**

That the Subrecipient hereby agrees to permit appropriate signage prepared and erected by the County, of the County's participation in the project.

**25. Effective Date; Close Out of Grant.**

This Agreement shall be effective as of the first day of October, 2016, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

**26. Binding Authority.**

The individuals executing this AGREEMENT on behalf of the COUNTY and the SUBRECIPIENT represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this AGREEMENT.

**27. Entire Agreement and Savings Clause.**

A. This AGREEMENT sets forth all the covenants, conditions and promises between the COUNTY and the SUBRECIPIENT with regard to the matters set forth herein, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

B. If any provision of this AGREEMENT, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

**[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]**

**COUNTY OF COOK:**

BY: \_\_\_\_\_  
Dir. of Dept. of Planning and Development (Signature)      Printed Name      Date  
County of Cook

Attest: \_\_\_\_\_  
Cook County Clerk      (Signature)      Printed Name      Date

County Seal:

Approved as to Form: \_\_\_\_\_  
Assistant State's Attorney (Signature)      Printed Name      Date

**SUBRECIPIENT:**

BY: \_\_\_\_\_  
Subrecipient Official (Signature)      Subrecipient Official (Printed Name)      Date

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Subrecipient Clerk/Secretary (Signature)      Subrecipient Clerk/Secretary (Printed Name)      Date

Subrecipient Seal:

Approved as to Form: \_\_\_\_\_  
Subrecipient Attorney (Signature)      Subrecipient Attorney (Printed Name)      Date

ATTACH: Exhibits  
Resolution

**EXHIBIT A**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the Community Development Block Grant Program of the County of Cook and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the United States Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap or unfavorable discharge from military service, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient shall adhere to the following requirements:

- (1) The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et. seq.).
- (3) The requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued under the Order at 41 CFR Chapter 60.
- (4) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.

- (5) The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
- (6) The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Subrecipient further agrees to the following:

- (7) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.
- (8) It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.
- (9) It will furnish the County or HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County or HUD in the discharge of primary responsibility for securing compliance.
- (10) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and 24 CFR Part 24.
- (11) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.
- (12) In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.
- (13) It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- (14) Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.

## **EXHIBIT B** **ASSURANCES**

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that, if applicable:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
  1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
  2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee

under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
  - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
  - 2.
    - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
    - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
  - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
  - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
  - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
  - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
  - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
  9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
  10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
  11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
  12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
  13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
  14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
  15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).
- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.

- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N.
  1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
  2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

**EXHIBIT C**  
**ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principals

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

The Subrecipient shall submit Performance Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value

attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

### **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

If applicable to the Project, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG- assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

**EXHIBIT D**

**CERTIFICATE REGARDING LOBBYING  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
COUNTY OF COOK**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperation agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction contemplated in the Community Development Block Grant Program SUBRECIPIENT AGREEMENT bearing this same date ("Subrecipient Agreement") was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

**SUBRECIPIENT:**

BY: \_\_\_\_\_  
Subrecipient Official (Signature)                      Subrecipient Official (Printed Name)                      Date

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Subrecipient Clerk/Secretary (Signature)                      Subrecipient Clerk/Secretary (Printed)                      Date

Subrecipient Seal:



# EXHIBIT E - PROJECT SUMMARY

2016 Program Year: October 1, 2016 through September 30, 2017

Planner **Enric Mestre**

SUBRECIPIENT **VILLAGE OF PARK FOREST**

ADDRESS **350 Victory Drive** CITY **Park Forest** ZIP **60466-2068**

**Tom Mick** (708) 748-1112 (708) 503-8560 **tmick@vopf.co**  
PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM **1606-020** IDIS No. PROJECT TITLE  
**Capital Improvement: Infrastructure: Village Bicycle/Pedestrian Plan Improvements**  
Account #: **9428225-580170.100**

Eligibility Citation Award Amount Additional Amount Transfers into Project Total Budget Summary Award Match  
**\$200,000** **\$200,000** **\$74,000.00**

### SUMMARY PROJECT DESCRIPTION:

Eligibility: **LMI** **Slum Blight** **Is Acquisition Required?**  
 Does Not Apply  Housing Activity  Does Not Apply  Yes  
 Area Benefit  Job Creation/Retention  Area  No  
 Limited Clientele  Spot

Census Tracts	Block Groups	L/M Income %
8303	2	67%
8303	3	58%
8304	3	52%

### NARRATIVE:

#### Awarded Location

The awarded funds will be used to improve up to eight (8) mid-block pedestrian cut-throughs in the targeted Census block groups. The locations include: Indianwood Blvd to Peach St, Peach St to Sauk Ct, Sauk Ct to 21st Century School, Cherry St to S. Orchard Dr, Green St to Lakewood Blvd, Blackhawk Dr to Sangamon St, Sangamon Ct to Somonauk Park, and E. Rocket Cr to Shopping Center.

#### AWARDED Project Description

Improving walk ability and pedestrian safety throughout the Village is an important strategy contained within the Transportation and Mobility chapter of Growing Green: the Park Forest Sustainability Plan (adopted May 2012), and the adopted Park Forest Bicycle and Pedestrian Plan (adopted December 2014). The Village's priority for enhanced and safer mobility options throughout the community is also strongly stated in Resolution R-15-12, which establishes the Village's Complete Streets Policy (adopted March 2015). A major component of complete streets in Park Forest is the recommended bicycle and pedestrian network, which consists of a variety of facility types with corresponding improvements to address circulation and safety for pedestrians, bicyclists, and motorists. Important goals for the network are to improve walk ability and bicycling within and to Downtown Park Forest, to community destinations, to the Metra stations and Pace bus stops, and to the regional trail system.

#### Specific Anticipated Accomplishments

Remove trees that interfere with improvements, widen paths to 10', add decorative light standards, extend paths to street and add ADA compliant ramps to street and cross-walk markings, move storm sewer inlets and manholes where needed, install stop signs and bollards at sidewalk intersection.

#### Environmental Review

Categorically Excluded (24 CFR 58.35)

#### Amendment

#### SalUtil8

0

#### Planner

Enric Mestre

## PROJECT COMPLETION SCHEDULE

**Month 1**

Procure surveyor. Undertake detailed planning for all improvements.

**Month 2**

Undertake survey of all pedestrian cut-throughs to be improved with grant and match. When surveys are complete, begin engineering design of improvements for each pedestrian cut-through. Engineering work, other than surveying and electrical work, is proposed to be done by Village staff (Professional Engineers).

**Month 3**

Complete preliminary design work and submit for County review, if needed. Develop preliminary cost estimate for all work.

**Month 4**

Complete final design work after receipt of County review (if this was needed), and prepare bid documents.

**Month 5**

Initiate bid process for work on pedestrian cut-throughs.

**Month 6**

Open bids and award project through Board review and approval process.

## PROJECT COMPLETION SCHEDULE

**Month 7**

Contracts signed, preconstruction meeting, start construction.

**Month 8**

Construction continued.

**Month 9**

Construction continued.

**Month 10**

Construction completed.

**Month 11**

Close-out paperwork.

**Month 12**

Project Complete

**STAFF SALARIES**

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
No			\$0		
<b>TOTAL SALARIES:</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0.00</b>	<b>\$0.00</b>

**REMINDER**  
**NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.**

**LINE ITEM BUDGET**

**PROJECT ACTIVITY:**

	<b>CDBG Funds</b>	<b>Matching Funds</b>	<b>TOTAL</b>
Capital Improvement	\$200,000.00	\$54,000.00	\$254,000.00
Single-Family Rehabilitation	_____	_____	\$0.00
Economic Development	_____	_____	\$0.00
Demolition/Clearance	_____	_____	\$0.00
Acquisition	_____	_____	\$0.00
Relocation	_____	_____	\$0.00
<b>TOTAL PROJECT ACTIVITY:</b>	<b>\$200,000.00</b>	<b>\$54,000.00</b>	<b>\$254,000.00</b>

*Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.*

**PROJECT DELIVERY:** *(You are encouraged to use CDBG Funds for salaries only.)*

	<b>CDBG Funds</b>	<b>Matching Funds</b>	<b>TOTAL</b>
Staff Salaries	\$0.00	\$0.00	\$0.00
Office Rent/Utilities	_____	_____	\$0.00
Postage	_____	_____	\$0.00
Printing (Rental Equipment)	_____	_____	\$0.00
Publication/Notices	_____	_____	\$0.00
Project Travel @ \$.56 per mile <b>OR</b> current IRS rate.	_____	_____	\$0.00
Other: _____	_____	_____	\$0.00
Other: _____	_____	_____	\$0.00

**Professional Services:** *(Need to be Procured if using CDBG Funds.)*

Architect	_____	_____	\$0.00
Engineering	_____	\$5,000.00	\$5,000.00
Legal	_____	_____	\$0.00
Accounting (except Single Audit)	_____	_____	_____
Other: <b>Surveyor</b>	_____	\$15,000.00	\$15,000.00
Other: _____	_____	_____	\$0.00

**TOTAL PROJECT DELIVERY:** **\$0.00** **\$20,000.00** **\$20,000.00**

<b>CDBG Grand Total</b>	<b>Match Grand Total</b>	<b>GRAND TOTAL ALL</b>
<b>\$200,000.00</b>	<b>\$74,000.00</b>	<b>\$274,000.00</b>

## AGENDA BRIEFING

DATE: October 6, 2016  
TO: Mayor Ostenburg  
Board of Trustees  
FROM: Roderick Ysaguirre, Director of Public Works/Village Engineer  
RE: 2016-2017 Street Salt Purchase

BACKGROUND/DISCUSSION: The Village participates in and utilizes the State of Illinois Joint Purchase Requisition for road salt. This program allows for multiple agencies to pool together and utilize a higher volume to provide a lower per unit cost of the item seeking purchase. This program allows participants to renew an existing contract one time only and requires re-solicitation the next year. DPW solicited bids and we received a bid from Compass Minerals America Inc. of Overland Park, Kansas at a unit price of \$44.46/ton. This is a \$65.48/ton reduction from the last two season unit prices of \$109.94/ton.

Attached is the notice from the Illinois Department of Central Management Services that the Village's salt contract and requested bid quantity has been secured. DPW requested 1,900 tons of salt for the upcoming season. Under the terms and conditions of this contract, DPW must purchase a minimum of 80% of the requested amount (which equals 1,520 tons), and can purchase a maximum of 20% over the requested amount (which equals 2,280 tons). DPW uses approximately 2,100 tons of salt during a typical season and we have approximately 600 tons of salt stored from last season. The salt dome has a rated capacity of 2,510 tons and a usable capacity of 2,134 tons.

This purchase will be charged to the Motor Fuel Tax fund where \$158,000 dollars has been budgeted for this material. If DPW needed to purchase the maximum allowed, it would cost a total of \$101,369 which is well under the budgeted amount.

RECOMMENDATION: Approve this purchase and authorize the Village Manager to sign a Purchase Order in the amount of \$101,369 to Compass Minerals America Inc. for a maximum of 2,280 tons of road salt.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules Meeting September 17, 2016 for your discussion.



# ILLINOIS

## JOINT PURCHASING REQUISITION CY'16-'17 New Purchase Commitment

**PLEASE RETURN TO:**  
 Illinois Department of  
 Central Management Services  
 801 Wm. G. Stratton Building  
 401 S. Spring Street  
 Springfield, IL 62706  
 Fax: (217) 782-5187  
 Email Address for submission:  
CMS.BOSS.EC@illinois.gov

         No Thank You,  
 But keep on mailing list.

**Opt-Out->** Our unit does not want to participate in the CY' 2016-2017 Contract Procurement  
**Notice:->** Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #: L4340 -4340

Government Unit: VILLAGE OF PARK FOREST

Mailing Address: 350 VICTORY DRIVE

City / State / Zip: PARK FOREST, IL 60466

Country: COOK & WILL

Contact Person: RODERICK YSAGUIRRE

Telephone Number: (708) 503-7702

Fax Number: (708) 503-6599

Contact Email: rysaguirre@vopf.com

Date: 3 / 8 / 2016

Delivery Point
( Provide Delivery Details To Contract ) ( Vendor At Time Of Order Placement ) PUBLIC WORKS GARAGE 75 PARK STREET PARK FOREST, IL 60466
<- Please provide Email Address

\*\*\*\*\* Participant, Complete Only One - Either "Table-A" or "Table-B" Below \*\*\*\*\*

Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity		
ITEM DESCRIPTION	BID QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	( Total Tonnage )	( 22 - 25 Ton / Truck )
Rock Salt, Bulk	<u>1900</u>	Tons
Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one):		
OPTION 1 <u>xx</u> 80% minimum purchase requirement/120% maximum purchase requirement		
OPTION 2 <u>        </u> 100% minimum purchase requirement/120% maximum purchase requirement		
<u>Compass</u>	<u>49</u>	<u>44.46</u>

\*\*\*\*\* Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below \*\*\*\*\*

Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity		
ITEM DESCRIPTION	QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	( Total Tonnage )	( 22 - 25 Ton / Truck )
Rock Salt, Bulk	<u>        </u>	Tons
<b>Note:</b> Renewal is available ONLY under Contracts PSD 4018143, 4018144, 4018145, and 4018146 for CY' 2015-2016. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below: Note Current CMS Contract: PSD 4018143 ( ) -or- PSD 4018144 ( ) -or- PSD 4018145 ( ) -or- PSD 4018146 ( )		

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

Roderick Ysaguirre  
 SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

3/22/16  
 TITLE



September 15, 2016

Dear Joint Purchasing Participant:

Subject: 2016 - 2017 Rock Salt, Bulk Contract Information

In completing the 2016 – 2017 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in the previous seasons. We have made every effort to secure Road Salt at the best available price for participants in our contract solicitation and gladly report the State was able to obtain an offer for your location requirements through the State’s procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season’s maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year’s contract vendor:

**Contract: PSD 4018284**                      **Term: September 2016 – September 2017**  
Compass Minerals America Inc.      **FEIN Number: 48-1047632**  
9900 West 109-th. Street  
Overland Park, KS 66210  
Phone (800) 323-1641 or (913) 344-9330      **Contact Name: Sean Lierz**

Your unit is **Contract Line No: \_\_\_\_\_ / Price per ton F.O.B. destination, is \$ . . . . .**  
Emergency pickup of salt from vendor’s warehouse is not made available in this contract.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors was not provided for by this vendor in this season’s procurement process.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. ***You are strongly encouraged to order and store as much salt as possible in order to help prevent potential salt shortages this winter.*** Also, you must place orders in full truckload ( typically 22-25 tons ) delivery quantities or multiples of such.



Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment ( as noted on your Requisition ) is met before the end of the winter season, June 30, 2017. The vendor is required to furnish not less than 120 percent ( if needed ) of the contract quantity by March 1, 2017. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2016 through April 1, 2017 shall not exceed seven working days, unless as modified in the Order Guidelines herein..

For orders placed between December 1, 2016 and April 1, 2017, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain as liquidated damages, not as a penalty, 5.% per working-day on the undelivered portion of the order, but not to exceed 50.%. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton ( 20.% ) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.



Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2016, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2017 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced Rock Salt 2016-2017 season availability:

The Department of Central Management Services surveyed vendors for availability of an enhanced rock salt option in the invitation for bid, and did receive an offering Compass Minerals America Inc. Locations interested in this enhanced salt option must call the vendor for availability information and to facilitate potential ordering arrangements.

Their product is made available to any joint purchasing participant awarded in Compass Minerals America Inc. Contract as an up-charge per ton option and would be added to your order as a separate line item. Contact Sean Lierz at 913-344-9330 for the details.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CPPB, Buyer  
Bureau of Strategic Sourcing

GovSalt.doc

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

**TO: John A. Ostenburg, Mayor  
Village Board of Trustees**

**FROM: Thomas K. Mick,  
Village Manager**

**DATE: October 4, 2016**

**RE: A Resolution Establishing the 2016 Village of Park Forest Legislative Agenda**

**BACKGROUND/DISCUSSION:**

The Village Board's Legislative Committee recently convened to craft the Village's Legislative Agenda for 2016 (attached). The agenda includes issues of concern for Park Forest on the local, regional and state levels. The Committee consists of:

- Mayor John Ostenburg
- Trustee Rob McCray
- Trustee Theresa Settles
- Trustee JeRome Brown
- Village Manager Tom Mick

The agenda will be the background for discussions with county, state and federal legislators across 2016/2017. A tentative legislative breakfast has been scheduled for the morning of Saturday, November 12<sup>th</sup> at Village Hall.

**SCHEDULE FOR CONSIDERATION:**

This item will be on the Rules Meeting agenda of October 17, 2016 for Board discussion.

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION ESTABLISHING THE 2016  
VILLAGE OF PARK FOREST LEGISLATIVE AGENDA**

**WHEREAS** The Village of Park Forest deems it to be in its best interests to establish an agenda of legislative issues important to the residents of its community; and

**WHEREAS** the Village Board's Legislative Committee established a Legislative Agenda for 2016 which was reviewed and discussed by the entire Village Board; and

**WHEREAS** the finalized 2016 Legislative Agenda is set in substantially the same form as attached.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, that the 2016 Legislative Agenda be established and communicated to all Park Forest-area Legislators.

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of 2016.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Village Clerk**

## VILLAGE OF PARK FOREST 2016 LEGISLATIVE AGENDA

### Property Tax Reform

**Correct the Property Tax Delinquency Issue (State)** – The Village requests that legislation be considered which would force tax-delinquent **commercial or industrial** property owners to pay their tax obligations without the ease or option of walking away from the property. Tax delinquent property owners currently have the ability to abandon a parcel of land after having not paid taxes for a long period of time while still reaping economic benefits during this timeframe. **If a municipality secures the property through the no-cash bid process, an assessment should be done comparing the owed amount in tax delinquency compared to the value of the property.**

**Cook County Property Tax System (State)** – The way taxes are collected in Cook County at present penalizes communities that are poor in industrial and commercial properties, while rewarding those that have an abundance of such parcels. Legislative action is required in order to remedy this situation. A small working group of local municipal staff has researched some potential remedies as utilized by other states. In addition, a small working group from within the South Suburban Mayors and Managers Association has been meeting with representatives of Cook County and the general assembly to discuss legislative action. **Legislators are encouraged to support legislation what would create a pilot program in the south suburbs based on the research that is forthcoming.**

**School Funding Reform (State)** – The Village of Park Forest continues to support the need for legislation to change the way schools are funded in Illinois by placing more burden on the state income tax and reducing reliance on the local property tax. The Village also believes that the State Board of Education and the State of Illinois needs to review and revise the system for student funding of Charter Schools.

**Sales Tax Revenue Sharing (State)** – With a changing opportunity for sales tax revenue among a number of communities that are not as well situated geographically as are others, and thus have less opportunity for commercial development, the Village of Park Forest favors legislation to provide for some form of sales tax revenue sharing; the Village's position is that the larger portion of the local sales tax revenue should go to the community where the generating business is located, in order to accommodate infrastructure costs, *etc.*, but that a significant portion likewise should be distributed to all municipalities based on population, such as is done with the motor fuel tax.

**Less Intrusion on Local Revenues (State)** – The Village of Park Forest urges legislative controls over the amount of local municipal revenue that can be withheld by the State of Illinois (*e.g.* photo tax, utility tax collection fee, *etc.*). Also, ensure that ample legislative controls are in place so as to avoid currently-provided state services or programs from being curtailed and passed on as a local government obligation.

**Void Exemptions for Residential Investment Property (State)** - When an owner-occupied residential property becomes rental, the Village supports a mechanism to cause the property tax bill to be adjusted to remove the homestead, senior and senior freeze, disabled persons, returning veterans and disabled veterans exemptions unless there is legal standing for the property owner

to qualify otherwise for any such exemptions.

### **Public Policy Advocacy**

**Level I Trauma Center for the South Suburbs (State)** – The residents of the South Suburbs are without a Level I Trauma Center. This untenable situation is one wherein paramedics must transport more than 19 miles to Christ Hospital in Oak Lawn any patients needing Level I trauma care. When every second of every minute is critical, the situation is oftentimes exacerbated by traffic or weather conditions or when Christ Hospital is on bypass, meaning patient care is delayed even further for continued transport to the next available Level I Trauma Center. Regional and State, perhaps even Federal, Support is needed in developing a solution. Park Forest and southland residents and their children are as valuable as are the men, women, and children of the West Suburbs or the North Suburbs where there is an abundance of Level I Trauma Centers.

**Vacant Foreclosed Property Contact Information (State)** – The Village of Park Forest seeks policy reform to require the contact information (name, address and phone number) of the plaintiff filing a property foreclosure notice to be provided on the Notice of Foreclosure and other related foreclosure filings. Locating the plaintiff's contact information is a cumbersome task that adds a layer of work to already overworked municipalities. Providing the plaintiff's contact information will aid in the expediting of municipal code enforcement for vacant foreclosed property.

**Land Banks (State)** – Small land banks (such as the South Suburban Land Bank Development Authority and a few new land banks proposed for downstate Illinois) presently struggle financially in ways that the state's largest land bank (the Cook County Land Bank Authority) does not; some sort of funding mechanism at the state level seems best for addressing this issue. In addition, the smaller land banks also have more difficulty in dealing with real estate tax exemptions, tax foreclosures, and extinguishing back taxes and need legislative action to expand their authority in these areas. **Legislators are urged to craft land bank legislation that addresses funding, real estate tax exemptions, tax foreclosures, and extinguishing back taxes.**

**PSEBA Reform (State)** – The Village of Park Forest strongly encourages the State of Illinois to revise its definition of the term catastrophic as relates to the Public Safety Employee Benefit Act.

**Support of a Living Wage Standard (State/Federal)** - The Village of Park Forest supports the concept of a living wage so that adult citizen workers might earn the income necessary to meet the basic needs of living in a community. Employers should provide wages and benefits which afford their workers with the requirements to have a basic quality of life that is not dependent on governmental subsidy programs for additional income or other financial support.

**Minimum Wage Relief for Seasonal/Recreational Positions (State)** – With a structured increase in minimum wage established by the State of Illinois some years ago, a classified exemption was eliminated as relates to summer/seasonal recreational positions typically staffed using high school or college students. The impacts to seasonal and summer Park Forest recreational programming and venues such as the Aqua Center have been substantial. The Village of Park Forest urges the State of Illinois to create an exemption which provides relief from paying minimum wage for high school and college students engaged in temporary/seasonal

employment.

**Public Employee Pension Plans (State)** – The Village of Park Forest urges that any legislation relating to municipal employee benefits, including pension benefits, allow for some levels of control by the employing local government (*e.g.*, to be included in collective bargaining). Also, the Village encourages legislators to consider parity between the benefits conveyed through public safety pension plan and those offered to other municipal employees through IMRF.

**Home Rule (State)** – The Village of Park Forest supports legislation that any referendum to reverse home rule status, in order to pass, must be approved by no less than 60 percent of those persons casting votes in said referendum.

**SSMMA Legislative Agenda** – Upon approval by the Village Board, Park Forest supports the legislative agenda of the South Suburban Mayors & Managers Association, the Illinois Municipal League and the National League of Cities.

**Local Health Programs (State/Federal)** – With the onset of Nationalized Health Care, the Village of Park Forest urges legislation to foster an annual stipend from the State of Illinois and the federal government for communities that operate health departments, thus easing health-related burdens for Cook/Will Counties, the State of Illinois and neighboring communities.

**Health Care Support (State/Federal)** – The Village of Park Forest encourages legislation which would fund an annual stipend from the State of Illinois and the federal government to the Access to Care program, which brings critical primary health care access and resources to the uninsured of Cook County who are caught in the gap of having private insurance coverage and qualifying for assisted public health insurance.

**Environmental Recycling (State)** – The Solid Waste Planning & Recycling Act is not working and municipalities are burdened with disposal of electronic waste. The broke system is also causing hardships for residents, solid waste agencies, and the recycling industry. While it is proper that e-waste is prohibited from disposal in landfills, the current system in which goals are weight-based means that heavy items such as televisions and computer monitors allow for mandates to be reached to quickly. An interim “fix” passed by the legislature is temporary and limited in its effect. **Legislators are urged to create 1) improved reporting and coordination by the Illinois Environmental Protection Agency to assure accountability by collectors, manufacturers, and recyclers; and 2) a system for accessing funds from the Solid Waste Management Fund to provide relief to local government collectors.**

**Clean Energy (State)** – Three proposals were before the legislature in the last session of the General Assembly: 1) the Clean Jobs Bill advanced by the Clean Jobs Coalition; 2) a counter proposal advanced by ComEd, and 3) another bill that gained little support advanced by Exelon (parent company of ComEd). All three have as a goal to increase funding for clean-energy resources such as solar. The Clean Jobs Bill appears to be the most consumer-friendly and most beneficial from a sustainability perspective. An effort for the Clean Jobs Coalition and ComEd to reach a compromise seemed likely at one point but now appears dead. **Legislators are urged reconsider the Clean Jobs Bill in its original form, putting the onus on ComEd to come up with specific amendments to support their opposition to the bill as it stands.**

**Energy Efficiency (State/Federal)** - Park Forest supports programs for residential, commercial and industrial energy efficiency. Consumer savings, reduced Green House Gas emissions and increased economic/job development would be the result of increased funding of programs promoting more efficient energy use.

**Adaptation Planning (State/Federal)** - The effects of climate change can be witnessed all throughout Illinois. Extreme storms are happening more frequently and the devastation caused by them are extremely harmful to residents and have a negative economic impact to the region/state/country. The Village of Park Forest supports increased funding for programs including: green storm water management, green infrastructure, Smart Grid and formal adaptation planning so that communities are more resilient to the effects of climate change.

**Local Food Production (State/Federal)** – Barriers should be eliminated at the regional/state/federal level for small scale gardens/farms to grow food for local consumption as well as additional funding made available to support the growth of local food production.

### **Transportation/Economic Development**

**Public Transportation (Federal)** – As part of its ongoing efforts to promote long-term sustainability, the Village of Park Forest supports legislation to provide financial incentives to collaborative efforts among local units of government that create public transportation systems to serve local residents. **The Village also seeks increases in 1) the numbers of bus routes; 2) the operating hours of busses; and/or 3) dial-a-ride options that are available to the public, especially the working public.**

**South Suburban Airport (State)** – The Village of Park Forest supports the Illinois Department of Transportation’s expedited development of the South Suburban Airport.

**Illiana Expressway (State)** – The Village of Park Forest supports efforts to increase local ground transportation routes such as the Illiana Expressway to ease congestion in the region.

**Manufacturing Training for Secondary School Students (State/Federal)** – The Village of Park Forest has spearheaded laying the groundwork for the opportunity of high school students to obtain National Institute for Metalworking Skills (NIMS) credentials which would enable them to enter into one of several potential courses of vocation upon graduation from high school. These include an expedited transition into the workforce by operating manufacturing equipment, easy transition into applied science programs at the community college level, pursuit of college degrees in engineering or business administration with the long term goal of becoming administrators within manufacturing plants or eventually having their own such businesses. This initiative needs financial support for start up, equipment and facility costs but the long-term benefits will be broad in scope as Park Forest and its partners demonstrate to potential manufacturers that the south suburban community has a trained workforce at the ready.

MAGENDA  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
PARK FOREST, IL

Village Hall

7:00 p.m.

October 17, 2016

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor  
Village Manager

Village Attorney  
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes of the Rules Meeting of September 6, 2016 and the Minutes of the Saturday Rules Meeting of October 1, 2016, the Minutes of the September 19, 2016 Special Rules meeting and the Minutes of the Regular Meeting of September 19, 2016
2. Resolution: A Resolution Establishing Trick-or-Treating Hours in Park Forest
3. Resolution: A Resolution Authorizing the Village of Park Forest to Execute the Subrecipient Agreement for a 2016 Cook County Community Development Block Grant
4. Motion: A Motion to Approve an Intergovernmental Agreement with the Village of Flossmoor
5. Motion: A Motion to Approve the Purchase of Fit Testing Equipment

DEBATABLE:

6. Ordinance: Ordinance Authorizing the Donation of a Property at 234 Arcadia Street to the South Suburban Land Bank and Development Authority (FIRST READING)
7. Ordinance: Ordinance Authorizing the Donation of a Property at 44 Apache Street to the South Suburban Land Bank and Development Authority (FIRST READING)

Adjournment

NOTE: Copies of Agenda Items are Available in the Lobby of Village Hall and on the Village website [www.villageofparkforest.com](http://www.villageofparkforest.com)

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708)748-1129 or via e-mail at [sblack@vopf.com](mailto:sblack@vopf.com). Every effort will be made to allow for meeting participation.

## MOTIONS

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. MOVED, that the Mayor and Board of Trustees Approve the Minutes of the Rules Meeting of September 6, 2016 and the Minutes of the Saturday Rules Meeting of October 1, 2016, the Minutes of the Special Rules Meeting of September 19, 2016 and the Minutes of the Regular Meeting of September 19, 2016
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Establishing Trick-or-Treating Hours in Park Forest
3. MOVED, that the Mayor and Village Clerk are authorized to execute and submit the 2016 Community Development Block Grant Agreement with the County of Cook
4. MOVED, that the Manager and Fire Chief are authorized to enter into an intergovernmental agreement with the Village of Flossmoor for a shared reserve fire engine program.
5. MOVED, that the Manager is authorized to purchase quantitative fit testing equipment from OHD via the regional distributor AFC International, Inc. at a cost of \$24,774; said expenditure will be paid from the Firefighters Grant of which \$24,000 was allotted for the fit testing equipment, with the remainder of \$773 to be from the department budget.

10/17/16

**VILLAGE OF PARK FOREST**

**Village Board Rules Meeting**

**Monday, September 6, 2016**

**Village Hall 7:00 p.m.**

**MINUTES**

**IN ATTENDANCE:** Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Tiffani Graham, Trustee Georgia O’Neill, and Trustee Theresa Settles

**ABSENT:** Trustee Robert McCray

**STAFF IN ATTENDANCE:** Village Manager Tom Mick, Police Chief Pete Green, Fire Chief Bruce Ziegle, Village Attorney Felicia Frazier (7:12 p.m.), Assistant to Village Manager Denyse Carreras, Director of Community Development Larrie Kerestes, Director of Economic Development and Planning Hildy Kingma, Director of Recreation and Parks Rob Gunther, Director of Public Relations Jason Miller, Director of Public Works Roderick Ysaguirre, IT Manager Craig Kaufman, Assistance Director of Finance Sharon Floyd

**RECORDER:** Village Clerk Sheila McGann

**OTHERS IN ATTENDANCE:** Molly Dowling, Mark Kramer, and Reggie Greenwood, Calumet Partnership Green Manufacturing

**Roll Call**

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Due to the delay of the Village Attorney, Mayor Ostenburg explained that the agenda regarding the prevailing wage standards would be postponed until her arrival. Item number 2 would be taken first.

**2. Adoption of an Ordinance Amending the Will-Cook Enterprise Zone Boundary, Map and Legal Description**

Manager Mick said this item is out of Department of Economic and Planning. It has had Board approval. He explained that Matteson wanted to remove some areas from the Enterprise Zone and add additional footage. Director Kingma stated that the original enterprise map did not include Applewood Nursing Home; the new buyer would like to have the property added to the Enterprise Zone. Matteson would have the public land removed from the map which includes the Matteson Community Center and Colin Powell School. Since the public property would not be paying sales tax, there is not a problem removing the public property from the map. All parties have to approve the change. Mayor Ostenburg asked if there were any questions. Hearing none, this item will be on the agenda for action at the next regular meeting.

### **3. Award of Contract: Well Maintenance, Well No. 5**

Manager Mick noted that this item is out of the Public Works Department regarding well maintenance. Director Ysaguirre explained the bid process. The low bidder was Municipal Well and Pump. He explained the labor and services work to be performed. The company has done work for the Village in the past. This contract does not include services for the motor. It will be determined if it is to be repaired or more likely, replaced. The bid submitted by the bidders was structured to include a base bid, with all listed items with prevailing wage with work performed only in Park Forest. The bidders also submitted an alternative bid that included prevailing wage for the State of Illinois for all work performed in Illinois or out of state which allows for a better decision on bid choice. The base bid for Municipal Well and Pump had the same bid. Other bidders had different bids. Staff recommends Municipal Well and Pump to be awarded the contract. (Attorney Frazier arrived 7:12 p.m.)

Mayor Ostenburg asked if there were any questions. Trustee Brown noted that there was previous discussion regarding Well No. 4 maintenance and awarding a contract to an out of state company and paying prevailing wages. He asked why this contract should go out of state. Mayor Ostenburg clarified the point was not that the company was out of state, but the firm was not paying Illinois prevailing wage for the work performed out of state (Indiana). Trustee Brown said that two of the two issues previously discussed were regarding prevailing wages and being business friendly. Mayor Ostenburg stated that the Village of Park Forest has often done business with companies out of state but they had to pay Illinois Prevailing Wages according to Illinois law. This item will be on the agenda for action at the next regular meeting.

### **1. An Ordinance Adopting the Prevailing Wage Standards in the Village of Park Forest, Cook and Will County, Illinois**

Manager Mick said this is a routine item which has been drafted by legal counsel. While the Village has to file its ordinance with the State of Illinois by a certain date, the State has not updated its prevailing wage rates since July 15, 2015. The Village will be in good standing with the State with this ordinance. Attorney Frazier explained that the 2015 prevailing wage rate is in effect until the 2016 rate is adopted. She will review the language of the ordinance. If necessary, an amendment will be added with the updated State's prevailing wage. This will be on the agenda for action at the next regular meeting.

### **Mayor's Comments**

PowerPoint presentation was given by Molly Dowling, Mark Kramer, and Reggie Greenwood from Calumet Partnership Green Manufacturing regarding the Southworks Engineering and Robotics. They gave a thorough overview of the 2017 Southworks Engineering and Robotics Olympics.

Mayor Ostenburg reported he had recently attended a South Suburban Mayors and Managers meeting regarding housing/mortgage assistance adding that a few programs are available in Park Forest. The REAL (Race, Equity, and Leadership) community workshop held on August 22 is available for viewing on the Village website. A task force will be formed to follow up on this topic in the community. On the first Wednesday of each month, an interfaith peace vigil is held at St. Irenaeus Church at 7pm. There will be a reception honoring the retiring Police and Fire Commissioner Steve Lloyd on September 15.

**Manager's Comments**

Manager Mick stated that the Saturday Rules Meeting on September 10 is open to the public. The Park Forest Veterans Commission Job and Resource Fair will be held September 14. The Park Forest 61<sup>st</sup> Annual Air Fair will be held September 17-18. The Veterans Commission would like to connect with any Viet Nam era veterans that would like to be recognized at a ceremony on November 10, at the Prairie State College.

**Trustee's Comments**

Trustee Brandon stated that the Plan Commission meeting is scheduled for Tuesday, September 13. The Youth Commission meeting is set for Wednesday, September 14.

Trustee Brown noted that the Kiwanis Pancake Day is scheduled for Saturday, October 1 at Rich East High School. He also attended the Tinley Park-Rich East Football game where a donation was presented to Officer Tim Jones' Family during half-time.

Trustee Brown noted previous Board meeting discussion of Illinois businesses versus Indiana businesses in February and March and the well maintenance contract.

Mayor Ostenburg reiterated that no issue would have been raised had it not been for the prevailing wage factor. As Trustee Brown continued his comments, Mayor Ostenburg ruled him out of order.

**Attorney's Comments**

None

**Clerk Comments**

None

**Audience to Visitors**

None

**Adjournment**

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Brandon, seconded by Trustee Graham and passed unanimously.

Mayor Ostenburg adjourned the Rules meeting at 8:15 p.m.

Respectfully submitted,  
Sheila McGann  
Village Clerk

**SPECIAL RULES MEETING OF THE BOARD OF TRUSTEES  
VILLAGE of PARK FOREST  
Monday, September 19 2016  
Village Hall 7:00 p.m.**

**MINUTES**

**IN ATTENDANCE:** Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Graham, Trustee McCray (7:03), and Trustee Theresa Settles

**ASBENT:** Trustee Georgia O'Neill

**STAFF IN ATTENDANCE:** Manager Tom Mick, Police Chief Pete Green, Deputy Police Chief Chris Mannino, Fire Chief Bruce Ziegler, Deputy Village Manager/Finance Director Mary Dankowski, Assistant to Village Manager Denyse Carreras, Director of Economic Development and Planning Hildy Kingma, Director of Building/Community Development Larrie Kerestes, Director of Public Relations Jason Miller, Director of Public Health Jenise Ervin, Director of Public Works Roderick Ysaguirre, and Director of Recreation and Parks Rob Gunther

**RECORDER:** Village Clerk Sheila McGann

**OTHERS IN ATTENDANCE:** Fire & Police Commissioner Steve Lloyd, Becky Czmyr and Linda Steeve, Kiwanis Club; Gary Kopycinski, eNews Park Forest

**Roll Call**

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Mayor Ostenburg read a proclamation honoring retiring Police and Fire Commissioner Steve Lloyd; a ceremony was held last Thursday thanking Commissioner Lloyd for the thirty-five years he dedicated to the Village of Park Forest. (McCray 7:03 p.m.) Mayor Ostenburg introduced Kiwanis members Becky Czmyr and Linda Steeve who promoted the Kiwanis Pancake Day at Rich East on Saturday, October 1.

**1. Self-Contained Breathing Apparatus - Grant Replacement**

Manager Mick asked Chief Ziegler to go through the grant process for this equipment. He explained the research and benefits of the items recommended based on safety, price, and preference of personnel and compatibility with current Fire Department equipment. The price was negotiated with the local representative of Mine Safety Appliance (MSA) Corporation.

Mayor Ostenburg noted that this item will have a thorough explanation at the September 26 meeting and asked if there were any questions. Hearing none, this item will be on the agenda at the next Rules meeting.

## **2. Approval of a Sprint Lease Extension at 380 Indianwood Boulevard**

Manager Mick called on Director Ysaguirre to explain the new terms of the SprintCom lease of the land and antennae space on Blackhawk Tower. SprintCom would like to extend the lease for thirty years with five year renewal increments and minor changes. Mayor Ostenburg noted that this is based on current technology which changes so quickly. Director Ysaguirre added that any and all removal/maintenance costs will be Sprint's expense. Mayor Ostenburg asked if there were any questions. Hearing none, this item will be on the agenda for action at the next regular meeting.

## **3. A Resolution to Appropriate \$517,790 in Motor Fuel Tax Funds for Construction and Construction Engineering costs Associated with Improvements for Indianwood Boulevard**

Manager Mick explained the items 3, 4, and 5 are all related to the resurfacing of Indianwood Boulevard. Director Ysaguirre said that item #3 requires a resolution to be passed to allow for the appropriation of Motor Fuel Tax (MFT) funds to be spent with 80% federal share and 20% local share. Item #4 is a local agency agreement between the Village and IDOT regarding funding. He noted that traffic signs are funded expenses; but school and street signs are not funded and will at the Village's expense. Item #5 is an engineering services agreement with Baxter and Woodman for construction on Indianwood. Mayor Ostenburg asked if there were any questions on these three items. Hearing none, these items will be on the agenda for action at the September 26 meeting.

## **4. Approval of a Local Public Agency Agreement for Federal Participation for the Improvements to Indianwood Boulevard**

## **5. Approval of a Construction Engineering Services Agreement for Federal Participation Associated with Improvements to Indianwood Boulevard**

### **Mayor's Comments**

Mayor Ostenburg dispensed with the comments section of the agenda until the regular meeting but opened the floor to the visitors to comment on the items on the agenda.

### **Manager's Comments**

### **Trustee's Comments**

### **Attorney's Comments**

### **Clerk Comments**

### **Audience to Visitors**

None

## **Adjournment**

This concluded the Special Rules Board meeting.

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee McCray, seconded by Trustee Brandon and passed unanimously.

Mayor Ostenburg adjourned the rules meeting at 7:42 p.m.

Respectfully submitted,  
Sheila McGann  
Village Clerk

**VILLAGE OF PARK FOREST**

**Village Board Regular Meeting  
Monday, September 19, 2016  
Village Hall 7:00 p.m.**

**MINUTES**

**IN ATTENDANCE:** Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Graham, Trustee McCray, and Trustee Theresa Settles

**ASBENT:** Trustee Georgia O'Neill

**STAFF IN ATTENDANCE:** Manager Tom Mick, Police Chief Pete Green, Deputy Police Chief Chris Mannino, Fire Chief Bruce Ziegler, Deputy Village Manager/Finance Director Mary Dankowski, Assistant to Village Manager Denyse Carreras, Director of Economic Development and Planning Hildy Kingma, Director of Building/Community Development Larrie Kerestes, Director of Public Relations Jason Miller, Director of Public Health Jenise Ervin, Director of Public Works Roderick Ysaguirre, and Director of Recreation and Parks Rob Gunther

**RECORDER:** Village Clerk Sheila McGann

**OTHERS IN ATTENDANCE:** Gary Kopycinski, eNews Park Forest

**Roll Call**

Meeting was called to order at 7:42 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

**Pledge of Allegiance**

Mayor Ostenburg led the Board and the audience in the Pledge of Allegiance.

**Reports of Village Officers**

**Mayor**

Mayor Ostenburg read a resolution naming the National Hispanic American Heritage month from September 15 to October 15. He offered condolences to the families of three members of the community that will be missed: Dr. Paul Green, GSU, Commissioner Joan Murphy (Cook County Board), and Bill Johnson, brother of Pastor Terry Johnson of St. Irenaeus and active at PADS at St. I's. The Mayor went over his calendar and said he would keep the Board up to date on issues relating to the MFT.

**Village Attorney**

None present

**Village Manager**

Manager Mick offered an apology for those having water main replacement problems due to expected and some unexpected construction issues. Director Ysaguirre explained how water shut offs, connecting, and disconnecting water mains are done during the water main replacements.

The current construction schedule is available on the Village website. Manager Mick commended those who participated in the Art Fair on putting together a collaborative event. It was enjoyed by all.

**Village Clerk**

No report

**Reports of Commission Liaisons and Committee Chairpersons**

Trustee Settles reported that the Good Egg Awards will be presented in November by the Commission on Human Relations. They are also planning their 2017 events. Their next meeting is October 11.

Trustee Graham said that the Recreation and Parks commission will meet Tuesday, September 20.

Trustee McCray attended the Senior Commission's Legal Seminar last Thursday which was very informative. He also attended the Art Fair and enjoyed the food, music, and art.

Trustee Brown also attended the Art Fair and appreciated the artists' work and good music.

Trustee Brandon offered her condolences to the Green, Johnson, and Murphy families. The Park Forest and Richton Park Planning Commissions held a training session with Chicago Metropolitan Agency for Planning (CMAP). The next big event for the Youth Commission is the Haunted House. The Commission is meeting Wednesday, October 21. She also enjoyed the Art Fair.

**Citizens Comments, Observations, Petitions**

David Jones, 416 Douglas, wanted to bring to the Board's attention that 211 Metra Station parking lot needs tree trimming.

**Motion: Approval of Consent**

Mayor Ostenburg called for a motion to approve the consent agenda. Approval of the consent agenda was moved by Trustee Brandon and seconded by Trustee Settles. Mayor Ostenburg asked if anyone wished any item to be removed from the consent agenda for further discussion. Trustee Brown asked to have item #4 be removed and made item # 10.

On the motion to approve the consent agenda, a roll call vote was called by Mayor Ostenburg. The consent agenda included the following items:

**CONSENT:**

- 1. Approve the Minutes of the Regular Meeting of February 17, 2014, the Minutes of the Rules Meeting of March 24, 2014, the Minutes of the Regular Meeting of March 24, 2014, the Minutes of the Special Rules Meeting of May 5, 2014, the Minutes of the Rules Meeting of May 5, 2014, the Minutes of the Regular Meeting of May 19, 2014, the Minutes of the Special Rules Meeting of June 16, 2014, the Minutes of the Regular Meeting of June 16,**

**2014, the Minutes of the Rules Meeting of June 23, 2014, the Minutes of the Regular Meeting of June 23, 2014, the Minutes of the Rules Meeting of February 22, 2016, the Minutes of the Regular Meeting of February 22, 2016, the Minutes of the Executive Session of February 22, 2016, the Minutes of the Special Rules Meeting of June 20, 2016, the Minutes of the Regular Meeting of June 20, 2016, the Minutes of the Executive Session of June 20, 2016, the Minutes of the Regular Meeting of July 18, 2016, the Minutes of the Rules Meeting of August 8, 2016, the Minutes of the Regular Meeting of August 15, 2016 and the Minutes of the Saturday Rules Meeting of September 10, 2016**

**2. Adopt A Resolution Celebrating National Hispanic Heritage Month**

**3. Adopt A Resolution Honoring Stephen Lloyd for His Long and Distinguished Service as Member and Chair of the Board of Fire and Police Commissioners**

The consent agenda was approved with the following results:

Ayes: 6

Nays: 0

Absent: 1

The consent agenda was adopted with six (6) ayes, no (0) nays and one (1) absent.

**DEBATABLE:**

**5. Ordinance: An Ordinance Adopting the Prevailing Wage Standards in the Village of Park Forest, Cook County and Will County, Illinois (Final Reading)**

This item has first reading and discussion. Move for adoption of the ordinance was motioned by Trustee Brandon and seconded by Trustee McCray. The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Ostenburg asked if there were any questions or comments. None being heard, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results:

Ayes: 6

Nays: 0

Absent: 1

This item was adopted with six (6) ayes, no (0) nays and one (1) absent.

**6. Ordinance: An Ordinance Amending the Will-Cook Enterprise Zone Boundary, Map and Legal Description (Final Reading)**

This item has first reading and discussion. Move for adoption of the ordinance was motioned by Trustee Brandon and seconded by Trustee McCray. The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Ostenburg asked if there were any questions or

comments. None being heard, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results:

Ayes: 6  
Nays: 0  
Absent: 1

This item was adopted with six (6) ayes, no (0) nays and one (1) absent.

**7. Ordinance: An Ordinance Authorizing the Donation of a Property at 238 Arrowhead Street to the South Suburban Land Bank and Development Authority (First Reading)**

This item has had first reading and will be on the agenda for discussion at a subsequent meeting.

**8. Ordinance: An Ordinance Authorizing the Donation of a Property at 243 Allegheny Street to the South Suburban Land Bank and Development Authority (First Reading)**

This item has had first reading and will be on the agenda for discussion at a subsequent meeting.

**9. Ordinance: An Ordinance Authorizing the Donation of a Property at 250 Allegheny Street to the South Suburban Land Bank and Development Authority (First Reading)**

This item has had first reading and will be on the agenda for discussion at a subsequent meeting.

**10. Authorize the Manager to contract with Municipal Well and Pump, Waupun, WI for maintenance of well #5 in the amount of \$38,774.00 with a 25% contingency not to exceed \$48,467.50**

Motion to table the contract was moved by Trustee Brown and seconded by Trustee McCray with a roll call vote by Clerk McGann.

Ayes: 4  
Nays: 2  
Absent: 1

The motion to table failed with four (4) ayes, two (2) nays and one (1) absent.

Mayor Ostenburg asked if there were any questions or comments. None being heard, he called for a roll call vote by Clerk McGann. The contract was approved following a roll call vote with the following results:

Ayes: 5  
Nays: 0  
Abstained: 1 (Trustee Brown)  
Absent: 1

This item was adopted with five (5) ayes, no (0) nays, one (1) abstained and one (1) absent.

## **Adjournment**

This concluded the regular Board meeting. There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee McCray, seconded by Trustee Graham and passed unanimously.

Mayor Ostenburg adjourned the regular meeting at 8:33 p.m.

Respectfully submitted,  
Sheila McGann  
Village Clerk

VILLAGE OF PARK FOREST  
SATURDAY RULES MEETING MINUTES  
October 1, 2016

**PRESENT:** Mayor John Ostenburg, Trustee JeRome Brown, Trustee Mae Brandon, Trustee Tiffani Graham, Robert McCray (10:25 a.m.), Trustee Georgia O'Neill

**ABSENT:** Trustee Theresa Settles

**OTHERS** Village Manager, Tom Mick, Larrie Kerestes, Director of Community Development

Mayor Ostenburg called the meeting to order at 10:00 a.m.

Manager Mick informed the Board that the Police Department Unity Day scheduled for today has been cancelled because of rain. It will be rescheduled for late spring.

Larrie Kerestes reported on Fire Prevention Week activities, Rich Township flu shots and document shredding for members of the military. He also noted the replacement of a 6" water main which will leave Garden House without water for one day. He reminded the Board that the Financial Update will be held on October 22, 2016.

There was general discussion on the Housing Authority and the reimbursement process.

Resident Sandra Shakoor, 349 Osage inquired about the ordinance which allowed an officer to come onto her property at 3 a.m. to sticker her car because it had not been moved. During discussion Ms. Shakoor said the vehicle was without a Village or state sticker. Mayor Ostenburg responded to Ms. Shakoor's questions. The Mayor asked that Manager Mick telephone Ms. Shakoor to assist with any further questions.

Trustee JeRome Brown motioned to adjourn the meeting at 11:00 a.m. The motion was seconded by Trustee Georgia O'Neill. All were in favor.

Respectfully Submitted,  
Sandra Black, Deputy Clerk

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

**TO: John A. Ostenburg, Mayor  
Village Board of Trustees**

**FROM: Thomas K. Mick,  
Village Manager**

**DATE: October 10, 2016**

**RE: A RESOLUTION ESTABLISHING TRICK-OR-TREATING HOURS IN  
THE VILLAGE OF PARK FOREST**

**BACKGROUND/DISCUSSION:**

The Village historically sets Halloween trick or treating hours via resolution. After counsel from the Police Chief, the attached resolution sets the hours for this year's trick or treating as 3:00 PM to 7:00 PM on Monday, October 31. The resolution also notes support of a growing endeavor in Park Forest; the Haunted House as spearheaded by Haunts Against Hunger. The Haunted House aims to raise funds and food donations for local food pantries and will be open to the public on the following dates and times.

- Friday, October 28<sup>th</sup> from 6 to 9 pm
- Saturday, October 29<sup>th</sup> from 6 to 9 pm
- Sunday, October 30<sup>th</sup> from 6 to 8 pm
- Monday, October 31<sup>st</sup> from 6 to 8 pm

**SCHEDULE FOR CONSIDERATION:**

This matter will be on the Consent Agenda of the October 17, 2016 Regular Meeting for Board consideration and approval.

RESOLUTION No. \_\_\_\_\_

**A RESOLUTION ESTABLISHING TRICK-OR-TREATING HOURS  
IN THE VILLAGE OF PARK FOREST**

**WHEREAS,** the Village of Park Forest recognizes the annual tradition of Halloween; and

**WHEREAS,** this tradition will again be recognized on Monday, October 31, 2016; and

**WHEREAS,** in the interest of public safety, the Village of Park Forest encourages all parents to accompany their children during the specific hours established for the purpose of “trick or treating.”

**NOW, THEREFORE BE IT RESOLVED** by the Village of Park Forest that “Trick or Treating” will be permissible between the hours of 3:00 PM to 7:00 PM on Halloween, Monday, October 31, 2016. **BE IT FURTHER RESOLVED THAT** the Mayor and Board of Trustees encourage all Park Foresters to partake in the Safe Halloween activities planned for the hours of 3:00 PM to 6:00 PM in Downtown Park Forest on Monday, October 31, 2015. **BE IT FURTHER RESOLVED THAT** the community is encouraged to support and attend the *Haunts Against Hunger* Haunted House that will be open from 6 to 9 PM on Friday and Saturday, October 28<sup>th</sup>/29<sup>th</sup> and 6 to 8 PM on Sunday and Monday, October 30<sup>th</sup> and 31<sup>st</sup>.

Passed this 17<sup>th</sup> day of October, 2016.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

## AGENDA BRIEFING

**DATE:** October 11, 2016

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Hildy L. Kingma, AICP  
Director of Economic Development and Planning

**RE:** Resolution Authorizing the Village of Park Forest to execute the Subrecipient Agreement for a 2016 Cook County Community Development Block Grant

### **BACKGROUND/DISCUSSION:**

In August 2016, the Village was notified that it has been awarded a \$200,000 2016 Cook County Community Development Block Grant. This grant will enable the Village to improve up to eight mid-block pedestrian cut-throughs in the targeted Census block groups. The location of these cut-throughs include: Indianwood Boulevard to Peach Street, Peach Street to Sauk Court, Sauk Court to 21<sup>st</sup> Century School, Cherry Street to S. Orchard Drive, Green Street to Lakewood Boulevard, Blackhawk Drive to Sangamon Street, Sangamon Court to Somonauk Park, and E. Rocket Circle to the Orchard Park Shopping Center.

Improvements to these cut-throughs will include removal of trees, widening the paths from five feet to ten feet, addition of decorative light standards and improvement of lighting, extending paths to the street and adding ADA compliant ramps to the street and crosswalk markings across streets, moving storm sewer inlets and manholes where needed, and installation of stop signs and bollards at sidewalk intersections. The AmeriCorps NCCC Team assisted with this project by clearing all vegetation (except large trees) from 25 pedestrian cut-throughs, including those included in this CDBG project.

Improving walkability and pedestrian safety throughout the Village is an important strategy contained within the Transportation and Mobility chapter of the Park Forest Sustainability Plan. One of the ways that both the *Sustainability Plan* and the *Bicycle and Pedestrian Plan* call for accomplishing this strategy is through development of a Bicycle and Pedestrian Network. Key elements of the network include the 36 pedestrian cut-throughs that exist throughout the Village, and bike route signage on selected streets within the network.

The Village match for this grant is \$74,000. These matching dollars will come out of the Village's Capital Projects/Sustainability Fund. This figure could be reduced pending how much the Village may receive as credit for local matching funds for Staff time and work carried out by the AmeriCorps volunteers. Pending this determination, a budget amendment may be required at the midpoint of the current fiscal year. The Village Attorney has reviewed the Subrecipient Agreement and the Resolution.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules and Regular Board Meetings on October 17, 2016.



RESOLUTION No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE VILLAGE OF PARK FOREST  
TO EXECUTE THE SUBRECIPIENT AGREEMENT FOR A 2016  
COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT**

**WHEREAS**, on May 14, 2012, the Village Board adopted the *Growing Green: Park Forest Sustainability Plan* as the Sustainability element of the Village's comprehensive plan; and

**WHEREAS**, on December 8, 2014, the Village adopted the *Bicycle and Pedestrian Plan*, as recommended by the Park Forest Sustainability Plan; and

**WHEREAS**, on March 23, 2015, the Village adopted a *Complete Streets Policy*; and

**WHEREAS**, one of the Village's goals in adopting these Plans and Policies is to develop and provide a safe and accessible, well-connected and visually attractive surface transportation network, that balances the needs of all users and land uses, and promotes a more livable community for people of all ages and abilities; and

**WHEREAS**, Cook County has awarded the Village of Park Forest a \$200,000 Community Development Block Grant to improve up to eight (8) mid-block pedestrian cut-throughs located in qualifying Census block groups.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, in the exercise of their home rule powers as follows:**

Section 1: The Village Mayor and Village Clerk are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2016 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project Number 1606-020, a copy of which is on file with the Village Clerk.

Section 2: The Village Mayor or Village Manager be and are hereby directed and authorized to execute any and all additional documents necessary to carry out the 2016 Community Development Block Grant Program for the Village of Park Forest, Cook and Will Counties, Illinois, and, when necessary, the Village Clerk is directed and authorized to attest the signature of the Village Mayor or Village Manager.

Dated this \_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM  
PROGRAM YEAR 2016  
October 1, 2016 through September 30, 2017**



**VILLAGE OF PARK FOREST**

**CDBG PY 2016  
SUBRECIPIENT AGREEMENT**

**PROJECT NUMBER:  
1606-020**

**AWARD:  
\$200,000**

**AWARDED TITLE:**

**Capital Improvement: Infrastructure: Village Bicycle/Pedestrian  
Plan Improvements**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, made and entered into as of the first day of October 2016, the first day of the Program Year, by and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and **Village of Park Forest**, a qualifying entity, (hereinafter referred to as the "Subrecipient,")

**WITNESSETH:**

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2016 through September 30, 2017, pursuant to said Act; and,

[SUBRECIPIENTS TO CHECK THE APPLICABLE BOX]

WHEREAS, the Subrecipient is a Municipality and derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, the Subrecipient is a Township and derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

WHEREAS, the Subrecipient is a Park District and derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

WHEREAS, the Subrecipient is a Housing Authority and derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

WHEREAS, the Subrecipient is an Intergovernmental Agency and derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; or

WHEREAS, the Subrecipient is a Not-For-Profit Corporation and derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient, with a Duns Number of **079761573**, has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the purpose described in the Subrecipient's Project Summary (including any special provisions) attached hereto as Exhibit "E" which includes a detailed description of the work, and has approved the Project s, a complete budget and schedule for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as 1606-020

NOW THEREFORE, the parties do hereby agree as follows:

**1. Recitals.**

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

**2. Exhibits and Attachments.**

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A")
2. Assurances (Exhibit "B")
3. Administrative Requirements (Exhibit "C")
4. Certificate of Lobbying (Exhibit "D")
5. Project Summary and Line Item Budget (Exhibit "E")

Execution of this Agreement by the Subrecipient means agreement and compliance with the certifications, assurances and administrative requirements contained in Exhibits A - D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Procedures and Operations Guide, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

**3. Administrative Regulations and Compliance.**

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exhibit C.

**4. Agreement to Undertake the Project.**

The Subrecipient agrees to undertake the work and activities described herein and in its Project Summary (Exhibit E).

**5. Grant Award.**

The County hereby agrees to make a grant for a sum not to exceed the CDBG budget amount identified in Exhibit E. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for 1606-020 in accordance with the approved Project Summary (Exhibit E). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS. CAPITAL IMPROVEMENT PROJECTS WILL ALSO RECEIVE A NOTICE TO PROCEED WHEN CONSTRUCTION CAN BEGIN.**

**6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.**

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The construction shall be done by bonded contractors acceptable to the CDBG Program and must comply with the affirmative goal of using minority and women-owned businesses (MBE/WBE) which is currently set at 25% MBE and 10% WBE based upon the current County ordinance.

The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

**7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objectives**

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter

regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. **Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.**

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas or individuals and that their performance and progress will be measured to that end. **Quarterly performance reports** shall be due to the County at a date determined by the County. The Subrecipient is required to submit the final performance Report with the last payment request. The Subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding requests in jeopardy. **The County reserves the right to deny requests for future funding, in part or in whole, due to the failure to comply with the stated rules and regulations.**

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low and moderate income people in the following categories;
  - a. Area benefit activities
  - b. Limited clientele activities
  - c. Housing activities
  - d. Job creation
2. Aid in the prevention or elimination of slum and blight; and
3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate-income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

D. Subrecipient may assess reasonable fees for the use of the facilities or services associated with this project; however such fees must not be excessive as to exclude low and moderate income persons from making use of the facilities or services. (24 CFR 570.200(b)(2)).

## **8. Conflict of Interest.**

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;
2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minutes of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

For the purposes of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions applies only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this Paragraph 8 in all contracts or subcontracts entered into pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to Paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(C).

G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

9. **Environmental Review Procedures; Authorization to Incur Grant Costs.**

The County and the Subrecipient shall adhere to the following schedule, as applicable.

- A. The County Planning and Development staff will undertake the required environmental review for the project.
- B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.
- C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, an "AUTHORIZATION TO INCUR GRANT COSTS".
- D. After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Procedures and Operations Guide, and, where necessary, the handbooks set out in Section 2.B. of this Agreement.

**10. Lobbying:**

The Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
- C. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- D. Lobbying Certification

The certification located in Exhibit D is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**11. Hatch Act: Davis Bacon**

- A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

**12. Copyright**

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**13. Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

**14. Environmental Conditions**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

15. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Authorization to Incur Grant Costs; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Program Year for this award on September 30, 2017.**

**16. Records Maintenance.**

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: records providing a full description of each activity being assisted with CDBG funds including its location and eligibility; a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

C. The Subrecipient agrees to comply with the records maintenance requirements set forth in 24 CFR 570.506 insofar as they apply to each activity undertaken.

**17. Return of Funds and Accounts Receivables; Expiration of Project.**

Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502;
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52;
- C. The requirements of 24 CFR Section 570.503 (b)(3) that any program income derived from the use of CDBG funds (including any investments thereof) on hand at the end of the term of the Agreement shall be returned or repaid to the County.
- D. The remedies for noncompliance and provisions on termination in accordance with 2 CFR part 200, subpart D.

- E. The requirements of 24 CFR 570.503(b)(7), Reversion of Assets, as modified by 24 CFR 570.501(b). Specifically, the Subrecipient shall ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

(1.) used to meet one of the National Objectives set forth in 24 CFR 570.208, as may be amended or redesignated, for at least five (5) years after the date that Subrecipient is no longer considered by HUD to be a part of the County's urban county; or

(2.) if any such real property is not used in accordance with subsection (1.) above, Subrecipient shall pay the County an amount equal to the current market value of the property, less any portion of the value attributable to the expenditures of CDBG Funds for the acquisition of, or improvement to, the property. No payment to the County is required after the period of time described in subsection (1.) above.

**18. Prohibition on Assignment or Transfer of Agreement or Funds.**

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

**19. Blank Forms and Documents.**

The Subrecipient shall, upon request of the County, submit any and all forms, documents, agreements and contracts to the County for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

**20. Obligation for Costs and Future Projects.**

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

**D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.**

**21. Indemnification.**

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

**22. Suspension or Termination of Agreement.**

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may.
  - a. suspend or terminate this Agreement in whole or in part by written notice, and/or:
  - b. demand refund of any funds disbursed to Subrecipient;
  - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
  - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;

- e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- f. withhold further awards for the program;
- g. take other remedies legally available; or
- h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph C.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has including but not limited to:

- 1. used or is using fraudulent, coercive or dishonest practices;
- 2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
- 3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit E hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

- 1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or
- 2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

**23. Notice.**

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY: Ms. Susan M. Campbell, Director  
Department of Planning and Development  
69 W. Washington, 29th Floor  
Chicago, IL 60602

TO THE SUBRECIPIENT: Honorable John A. Ostenburg, President  
Village of Park Forest  
350 Victory Drive  
Park Forest, IL 60466-2068

The Subrecipient agrees that the County will be consulted in the planning of any events related to the project and provided reasonable notice regarding the timing of the events.

**24. SIGNAGE**

That the Subrecipient hereby agrees to permit appropriate signage prepared and erected by the County, of the County's participation in the project.

**25. Effective Date; Close Out of Grant.**

This Agreement shall be effective as of the first day of October, 2016, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

**26. Binding Authority.**

The individuals executing this AGREEMENT on behalf of the COUNTY and the SUBRECIPIENT represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this AGREEMENT.

**27. Entire Agreement and Savings Clause.**

A. This AGREEMENT sets forth all the covenants, conditions and promises between the COUNTY and the SUBRECIPIENT with regard to the matters set forth herein, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

B. If any provision of this AGREEMENT, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

**[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]**

**COUNTY OF COOK:**

BY: \_\_\_\_\_  
Dir. of Dept. of Planning and Development (Signature)      Printed Name      Date  
County of Cook

Attest: \_\_\_\_\_  
Cook County Clerk      (Signature)      Printed Name      Date

County Seal:

Approved as to Form: \_\_\_\_\_  
Assistant State's Attorney (Signature)      Printed Name      Date

**SUBRECIPIENT:**

BY: \_\_\_\_\_  
Subrecipient Official (Signature)      Subrecipient Official (Printed Name)      Date

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Subrecipient Clerk/Secretary (Signature)      Subrecipient Clerk/Secretary (Printed Name)      Date

Subrecipient Seal:

Approved as to Form: \_\_\_\_\_  
Subrecipient Attorney (Signature)      Subrecipient Attorney (Printed Name)      Date

ATTACH: Exhibits  
Resolution

**EXHIBIT A**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the Community Development Block Grant Program of the County of Cook and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the United States Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap or unfavorable discharge from military service, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient shall adhere to the following requirements:

- (1) The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et. seq.).
- (3) The requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued under the Order at 41 CFR Chapter 60.
- (4) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.

- (5) The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
- (6) The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Subrecipient further agrees to the following:

- (7) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.
- (8) It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.
- (9) It will furnish the County or HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County or HUD in the discharge of primary responsibility for securing compliance.
- (10) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and 24 CFR Part 24.
- (11) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.
- (12) In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.
- (13) It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- (14) Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.

## **EXHIBIT B** **ASSURANCES**

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that, if applicable:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
  - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
  - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee

under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
  - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
  - 2.
    - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
    - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
  - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
  - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
  - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
  - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
  - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
  9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
  10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
  11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
  12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
  13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
  14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
  15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).
- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.

- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N.
  1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
  2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

**EXHIBIT C**  
**ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

The Subrecipient shall submit Performance Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value

attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

### **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

If applicable to the Project, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG- assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

**EXHIBIT D**

**CERTIFICATE REGARDING LOBBYING  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
COUNTY OF COOK**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperation agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction contemplated in the Community Development Block Grant Program SUBRECIPIENT AGREEMENT bearing this same date ("Subrecipient Agreement") was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

**SUBRECIPIENT:**

BY: \_\_\_\_\_  
Subrecipient Official (Signature)                      Subrecipient Official (Printed Name)                      Date

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Subrecipient Clerk/Secretary (Signature)                      Subrecipient Clerk/Secretary (Printed)                      Date

Subrecipient Seal:



# EXHIBIT E - PROJECT SUMMARY

2016 Program Year: October 1, 2016 through September 30, 2017

Planner **Enric Mestre**

SUBRECIPIENT **VILLAGE OF PARK FOREST**

ADDRESS **350 Victory Drive** CITY **Park Forest** ZIP **60466-2068**

**Tom Mick** (708) 748-1112 (708) 503-8560 **tmick@vopf.co**  
PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM **1606-020** IDIS No. PROJECT TITLE  
**Capital Improvement: Infrastructure: Village Bicycle/Pedestrian Plan Improvements**  
Account #: **9428225-580170.100**

Eligibility Citation Award Amount Additional Amount Transfers into Project Total Budget Summary Award Match  
**\$200,000** **\$200,000** **\$74,000.00**

## SUMMARY PROJECT DESCRIPTION:

### Eligibility:

#### LMI

- Does Not Apply
- Area Benefit
- Limited Clientele
- Housing Activity
- Job Creation/Retention

#### Slum Blight

- Does Not Apply
- Area
- Spot

#### Is Acquisition Required?

- Yes
- No

Census Tracts	Block Groups	L/M Income %
8303	2	67%
8303	3	58%
8304	3	52%

## NARRATIVE:

### Awarded Location

The awarded funds will be used to improve up to eight (8) mid-block pedestrian cut-throughs in the targeted Census block groups. The locations include: Indianwood Blvd to Peach St, Peach St to Sauk Ct, Sauk Ct to 21st Century School, Cherry St to S. Orchard Dr, Green St to Lakewood Blvd, Blackhawk Dr to Sangamon St, Sangamon Ct to Somonauk Park, and E. Rocket Cr to Shopping Center.

### AWARDED Project Description

Improving walk ability and pedestrian safety throughout the Village is an important strategy contained within the Transportation and Mobility chapter of Growing Green: the Park Forest Sustainability Plan (adopted May 2012), and the adopted Park Forest Bicycle and Pedestrian Plan (adopted December 2014). The Village's priority for enhanced and safer mobility options throughout the community is also strongly stated in Resolution R-15-12, which establishes the Village's Complete Streets Policy (adopted March 2015). A major component of complete streets in Park Forest is the recommended bicycle and pedestrian network, which consists of a variety of facility types with corresponding improvements to address circulation and safety for pedestrians, bicyclists, and motorists. Important goals for the network are to improve walk ability and bicycling within and to Downtown Park Forest, to community destinations, to the Metra stations and Pace bus stops, and to the regional trail system.

### Specific Anticipated Accomplishments

Remove trees that interfere with improvements, widen paths to 10', add decorative light standards, extend paths to street and add ADA compliant ramps to street and cross-walk markings, move storm sewer inlets and manholes where needed, install stop signs and bollards at sidewalk intersection.

### Environmental Review

Categorically Excluded (24 CFR 58.35)

Amendment

SalUtil8

Planner

0

Enric Mestre

## PROJECT COMPLETION SCHEDULE

### Month 1

Procure surveyor. Undertake detailed planning for all improvements.

### Month 2

Undertake survey of all pedestrian cut-throughs to be improved with grant and match. When surveys are complete, begin engineering design of improvements for each pedestrian cut-through. Engineering work, other than surveying and electrical work, is proposed to be done by Village staff (Professional Engineers).

### Month 3

Complete preliminary design work and submit for County review, if needed. Develop preliminary cost estimate for all work.

### Month 4

Complete final design work after receipt of County review (if this was needed), and prepare bid documents.

### Month 5

Initiate bid process for work on pedestrian cut-throughs.

### Month 6

Open bids and award project through Board review and approval process.

## PROJECT COMPLETION SCHEDULE

**Month 7**

Contracts signed, preconstruction meeting, start construction.

**Month 8**

Construction continued.

**Month 9**

Construction continued.

**Month 10**

Construction completed.

**Month 11**

Close-out paperwork.

**Month 12**

Project Complete

**STAFF SALARIES**

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
No			\$0		
<b>TOTAL SALARIES:</b>	<u>\$0</u>		<u>\$0</u>	<u>\$0.00</u>	<u>\$0.00</u>

**REMINDER**  
**NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.**

**LINE ITEM BUDGET**

**PROJECT ACTIVITY:**

	<b>CDBG Funds</b>	<b>Matching Funds</b>	<b>TOTAL</b>
Capital Improvement	\$200,000.00	\$54,000.00	\$254,000.00
Single-Family Rehabilitation	_____	_____	\$0.00
Economic Development	_____	_____	\$0.00
Demolition/Clearance	_____	_____	\$0.00
Acquisition	_____	_____	\$0.00
Relocation	_____	_____	\$0.00
<b>TOTAL PROJECT ACTIVITY:</b>	<b>\$200,000.00</b>	<b>\$54,000.00</b>	<b>\$254,000.00</b>

*Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.*

**PROJECT DELIVERY:** ***(You are encouraged to use CDBG Funds for salaries only.)***

	<b>CDBG Funds</b>	<b>Matching Funds</b>	<b>TOTAL</b>
Staff Salaries	\$0.00	\$0.00	\$0.00
Office Rent/Utilities	_____	_____	\$0.00
Postage	_____	_____	\$0.00
Printing (Rental Equipment)	_____	_____	\$0.00
Publication/Notices	_____	_____	\$0.00
Project Travel @ \$.56 per mile <b>OR</b> current IRS rate.	_____	_____	\$0.00
Other: _____	_____	_____	\$0.00
Other: _____	_____	_____	\$0.00

**Professional Services:** ***(Need to be Procured if using CDBG Funds.)***

Architect	_____	_____	\$0.00
Engineering	_____	\$5,000.00	\$5,000.00
Legal	_____	_____	\$0.00
Accounting (except Single Audit)	_____	_____	_____
Other: <b>Surveyor</b>	_____	\$15,000.00	\$15,000.00
Other: _____	_____	_____	\$0.00

**TOTAL PROJECT DELIVERY:** **\$0.00** **\$20,000.00** **\$20,000.00**

<b>CDBG Grand Total</b>	<b>Match Grand Total</b>	<b>GRAND TOTAL ALL</b>
<b>\$200,000.00</b>	<b>\$74,000.00</b>	<b>\$274,000.00</b>

## **AGENDA BRIEFING**

**DATE:** October 13, 2016

**TO:** Mayor John Ostenburg  
Board of Trustees

**FROM:** Bruce Ziegle, Fire Chief

**RE:** Intergovernmental Agreement with the Village of Flossmoor

### **BACKGROUND/DISCUSSION:**

Starting in late 2015, the Fire Chiefs of Park Forest and Flossmoor began to have discussions on the possibility of sharing a pumper between the departments for reserve apparatus purposes. With the current price for a replacement engine in the area of \$500,000+, the ability to reduce each department's costs over time would seem to be an attractive concept.

We noted during these discussions our two communities and departments had a number of similarities which might make this cooperative process beneficial. These included:

- both departments have the same required pumping capacity of 3,500 gallons per minute (gpm),
- both departments currently maintain fleets of 3 engines,
- both communities have well defined and consistently funded vehicle replacement programs,
- both departments have robust vehicle maintenance programs,
- both communities have similar requirements with regard to vehicle design, and
- both communities are members of IRMA for their risk management and insurance needs.

The concept discussed would involve each department reducing its fleet of engines essentially to two, with an alternating reserve engine shared between the two departments. This would fundamentally lengthen the lifespan of fire engines and reduce our firefighting inventory by ½ of a vehicle. This reserve engine, maintained by the respective fire department, would be active for approximately 5-years as the reserve; a timeframe well within current NFPA limits for this type of vehicle.

In order to accomplish this task the next Park Forest Fire Department engine would be purchased on the same current schedule (7-years), thus allowing an adjustment from 3 engines to 2 engines to meet the 3500 gpm requirement. This would be accomplished by increasing the pump capacity going forward for every engine purchased by our fire department from 1500 gpm to 2000 gpm; a relatively minor change in the overall design and function of one of our typical fire apparatus. The parties would also agree to look at a cooperative design for standard pumpers, better facilitating the use by the other community, when the reserve engine is activated.

Over an extended period of time (30-years); the Village of Park Forest should see a \$1,300,000 savings within its vehicle replacement program, with additional cost savings realized as the program continues. This figure is based on no other significant changes in the design need or costs of the respective villages over this same time period.

To make this project work, and to provide as much protection for each of the involved villages, the parties would need to enter into an Inter-Governmental Agreement with provisions spelling out specific

aspects and requirements for the participants. These would include:

- hold harmless provisions for the entities based on the standard IRMA template,
- language related to the minimum standard for the vehicle, its maintenance and insurance coverages,
- language addressing the use of the equipment including safeguards if the equipment is loaned to other municipalities in an emergency,
- an agreement for the shared cost of maintenance defining what costs would be shared and what costs would not be shared,
- language supporting the continuation of vehicle replacement programs in a manner consistent with the current program, and
- safe guards to allow either community to exit the agreement in an efficient manner should the need arise; however, in turn allow the other participant sufficient time to pursue other options and programs to maintain the necessary requirements.

In the end, this program would allow each village to reduce its fire engine inventory and save significant tax dollars over an extended period of time, while maintaining the necessary equipment to provide efficient and effective fire department operations. It is a win-win for each village that could lead to additional cooperative efforts between these villages and potentially involving agreements with other villages in similar programs.

A preliminary Inter-Governmental Agreement has been drafted and reviewed by the professional staff and attorneys for each village. This agreement is being presented at this time for consideration by each of the involved communities. The request is to authorize the Village Manager and Fire Chief to enter into an Inter-Governmental Agreement with the Village of Flossmoor for a shared reserve fire engine program.

### **RECOMMENDATION:**

Given the similarities between the Village of Flossmoor, the Village of Park Forest and their respective fire departments, this proposal would seem to be a logical and thoughtful course of events. Each party would benefit from the program on a financial basis over time without having to sacrifice any measure of protection for the respective communities. This program allows the Park Forest Fire Department to have a reserve fire engine at minimal costs while experiencing no appreciable increase in the overall nature of our vehicle replacement program. The various rating services and standards allow for one reserve fire engine to support up to 6-8 fire engines; thus, if additional reasonable and compatible partners could be established, the program's benefits could be increased over time.

While there could be an extremely small chance multiple parties might require the services of a reserve at the same time, a coordinated effort at maintenance and repair could help to minimize these occurrences. In the event this were to occur the agreement would allow us certain flexibility should either department have excess capabilities at the time that might help benefit the other.

As the Fire Chief for the Village of Park Forest I strongly believe this Inter-governmental Agreement is in the best interest of Park Forest and the citizens of our community. We could not find a better partner in our region than Flossmoor and this concept should be a step in the right direction. It is in this spirit of cooperation, sustainability and long-term costs savings that it is recommend that the Village of Park Forest approve this Inter-Governmental Agreement.

**SCHEDULE FOR DISCUSSION:** This item will appear on the agenda of the Regular meeting of October 17, 2016, for approval.

**INTERGOVERNMENTAL AGREEMENT  
FOR  
RESERVE PUMPER SHARING**

**BETWEEN THE**

**VILLAGE OF FLOSSMOOR  
(FLOSSMOOR FIRE DEPARTMENT)**

**AND THE**

**VILLAGE OF PARK FOREST  
(PARK FOREST FIRE DEPARTMENT)**

## TABLE OF CONTENTS

	<u>Page #</u>
I. AGREEMENT OF THE PARTIES	1
II. SUCCESSOR GOVERNMENTAL ENTITIES	2
III. SEVERABILITY	3
IV. ENTIRE AGREEMENT	3
V. GOVERNING LAW	3
VI. TERMINATION	3
VII. FUNDING GUARANTEE	3
VIII. OUTSIDE LOAN	3
IX. NOTICES	3
X. MAINTENANCE/UPKEEP	4
XI. COUNTERPARTS	4
XII. AUTHORITY	4
XIII. INSURANCE	4
EXHIBIT A SUPPLEMENTAL HOLD HARMLESS AGREEMENT	5
EXHIBIT B RECOMMENDED INSURANCE GUIDELINES	6
Attachment 1 (Sample CG 20 10)	
Attachment 2 (Sample CG 20 26)	
Attachment 3 (Sample CG 20 01 04 13)	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the following: Village of Flossmoor (Flossmoor Fire Department and the Village of Park Forest (Park Forest Fire Department)

---

**WITNESSETH:**

WHEREAS, each of the parties named above owns various pieces of equipment, motor vehicles, tools and implements which, when not being used by the owner of such equipment ("the owner"), may from time to time be borrowed and used by another party to this Agreement ("the borrowing party") upon the terms hereafter set forth; and

WHEREAS, the parties desire to foster the economic and efficient utilization of public funds expended for personal property, including but not limited to equipment, motor vehicles, tools and implements ("loaned equipment"), therefore, to provide for the borrowing and use of such loaned equipment by the parties to this Agreement; and

WHEREAS, the purpose of this Agreement is consistent with the goals of the Intergovernmental Cooperation clause of the Constitution of the State of Illinois (Article VII, Section 10) and is further authorized by 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the foregoing recitals and the following covenants, the adequacy and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

**I. AGREEMENT OF THE PARTIES**

- A. The parties to this Agreement hereby agree to share with any other party to this Agreement such items of loaned equipment hereby designated as reserve pumper as are needed by the borrowing party and not then being used or otherwise committed by the owner/lending party. The borrowing party must notify and obtain approval from the owner/lending party prior to taking possession of such loaned equipment "shared reserve pumper". Such notice and approval must be in writing. The fire department of each party to this Agreement shall notify the fire department of each other party to this Agreement, in writing, as to the name and capacity of the employee designated as the person responsible for giving and receiving notice and granting or denying approval for the borrowing of the party's reserve equipment.
- B. The shared reserve pumper and loaned equipment provided pursuant to this Agreement shall be at no charge to the borrowing party unless other mutually acceptable arrangements have been agreed upon in writing between the parties.

- C. The borrowing party shall return the shared reserve pumper and all equipment promptly after use and in the same condition as when it was borrowed, except for ordinary wear and tear. Damage to the shared reserve pumper and/or equipment resulting from use at an incident or during a motor vehicle accident beyond normal wear and tear will be the responsibility of the borrowing party; up to and including the repair and/or replacement of items as needed. Regular vehicle maintenance and repairs is addressed in Section X.
- D. The borrowing party represents that only capable, experienced and qualified personnel will operate and use the loaned equipment. If the borrowing party does not have personnel capable, experienced and qualified to operate and use the loaned equipment, the lending party may deny the request of the loan equipment.
- E. Each party shall be responsible for workers' compensation claims made by their employees. Accordingly, all workers' compensation claims made by a party's employee shall be charged solely and exclusively to that party's Intergovernmental Risk Management Agency ("IRMA") coverage regardless of whether that employee is operating shared reserve equipment. The parties acknowledge that Flossmoor obtains some of its personnel through a contract with Kurtz Paramedic Services, Inc. (Kurtz). These Kurtz personnel are not employees of Flossmoor and their workers compensation coverage is provided by Kurtz. Nothing in this paragraph is intended to change the status of the Kurtz personnel.
- F. With respect to the borrowing of loaned equipment as provided in this Agreement, the borrowing party agrees to indemnify, release and hold the owner harmless from any and all liability, causes of action, suits, damages or demands of whatsoever nature arising out of the conduct of the borrowing party, its agents and/or employees (whether or not authorized) while they are using the reserve equipment. The borrowing party further agrees to reimburse the owner, its officers, agents, employees and servants for any and all attorney's fees and court costs incurred by any of such parties in defending any claim, cause of action, suit or demand for which indemnification has been agreed. The costs and expenses, including attorney's fees and court costs incurred in defending any claim, cause of action, suit or demand, for which indemnification has been agreed, will be solely and exclusively charged to the borrowing party. Should such claim, cause of action, suit or demand fall outside the scope of the coverage provided to IRMA members, any and all costs and expenses related to such claim, cause of action, suit or demand shall be the sole and exclusive responsibility of the borrowing party.
- G. Any party borrowing loaned equipment, as provided for under this Agreement, hereby waives, releases, and discharges its rights of recovery against such owner, by subrogation or otherwise, for any loss and damage arising out of the operation or use of such loaned equipment.

## **II. SUCCESSOR GOVERNMENTAL ENTITIES**

This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity which may assume and perform the duties of any party hereto, so long as such successor governmental legal entity is an IRMA member.

Notwithstanding the foregoing, this Agreement shall not be assigned by any party hereto without the prior written consent of the other parties to this Agreement.

**III. SEVERABILITY**

The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

**IV. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

**V. GOVERNING LAW**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

**VI. TERMINATION**

Any party may terminate this Agreement, provided, however, that the party desiring to terminate this Agreement shall give three hundred sixty-five (365) days prior written notice to all other parties to this Agreement. This Agreement will be automatically terminated as to any party whose membership in IRMA is terminated.

**VII. FUNDING GUARANTEE**

The parties agree to continue their current levels of support related to their apparatus repair and replacement programs for the duration of this agreement. Said support is crucial to the cooperative nature of this agreement and the trust and security of the other party. Either party making a substantial change to their apparatus support funding mechanisms is required to give notice to the other party within thirty (30) days post final approval by the governing body. Any reduction in support could prompt the initiation of the termination clause of this agreement by the other party.

**VIII. OUTSIDE LOAN**

With respect to this agreement, neither party will approve the outside usage of the loaned/ equipment to any individual, group or department without the notification and approval of the other party to this agreement. This outside party will provide the necessary "Supplemental Hold Harmless Agreement" to indemnify the parties of this agreement. See **Exhibit A** which is attached hereto and made part of.

**IX. NOTICES**

All notices required pursuant to this Agreement shall be in writing and must be served either personally or by registered mail to Fire Chief or his/her designee from the other Fire

Chief or his/her designee hereto.

**X. MAINTENANCE/UPKEEP**

As this is a mutually beneficial shared reserve pumper agreement, both the ongoing routine maintenance items (tires, brakes, batteries, belts, oil changes, etc.), and major repairs outside of any physical damage that occurs during use while borrowing the loaned equipment (transmission, engine, and drivetrain, etc.) of the shared vehicle will be the responsibility of the actual Vehicle Owner. The parties may agree to share costs in some maintenance or repair beyond that of routine items on a voluntary basis, but this does not obligate or require either party to do so.

**XI. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

**XII. AUTHORITY**

Each person signing this Agreement personally warrants and represents that he or she has full and complete power and authority to execute this Agreement on behalf of and to bind the entity for which he or she is signing.

**XIII. INSURANCE**

(Exhibit B is attached hereto and made part hereof).

IN WITNESS WHEREOF, each party has caused its respective officers to execute this Agreement.

**Village of Flossmoor**

**Village of Park Forest**

\_\_\_\_\_  
Village Manager Bridget Wachtel

\_\_\_\_\_  
Village Manager Thomas Mick

**Flossmoor Fire Department**

**Park Forest Fire Department**

\_\_\_\_\_  
Chief Christopher Sewell

\_\_\_\_\_  
Chief Bruce Ziegler

## EXHIBIT A

### SUPPLEMENTAL HOLD HARMLESS AGREEMENT

This form is applicable should any party outside of the base agreement be approved to utilize the loaner/reserve apparatus on a temporary basis.

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the \_\_\_\_\_, its officials, agents and employees, against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in anywise accrue against the \_\_\_\_\_, its officials, agents and employees, arising in whole or in part or in consequence of \_\_\_\_\_ or which may in anywise result therefore, except that arising out of the sole legal cause of \_\_\_\_\_, its officials, agents or employees. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the \_\_\_\_\_, its officials, agents and employees, in any such action, the undersigned shall, at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 200

\_\_\_\_\_  
(Name of Vendor/Individual)

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Nothing set forth in this Agreement shall be deemed a waiver by the Village/City of any defenses or immunities relating to any person or entity or their property, that are or would be otherwise available to the Village/City or its Representatives under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America.

## EXHIBIT B

### RECOMMENDED INSURANCE GUIDELINES

The responsibility for providing insurance coverage for the loaned/reserve pumper will rest with the party using said vehicle at the time. If neither party is actually utilizing the vehicle at the time, the housing party will maintain the necessary insurance coverage.

The Parties hereby agree that continued membership in IRMA is a prerequisite and ongoing condition of this agreement. Membership in the IRMA organization is prima facie evidence of adherence to the necessary insurance requirements detailed herein. Should either party chose to sever or is required to end its relationship with IRMA, this will be cause for the immediate termination of the agreement.

#### I. INSURANCE REQUIREMENTS

The Parties shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the activities hereunder by the Parties, his agents, representatives, employees or sub-Party's.

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department** named as additional insured on a primary and non-contributory basis as needed. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 (Attachment 1) or CG 20 26 (Attachment 2) and CG 20 01 04 13 (Attachment 3); and

- A. Owners and Party's Protective Liability (OCP) policy with the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department** as insured  
**Required if box is checked**  ; and
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.  
**Coverage required for employee exposure to lead, if box is checked** .
- D. Builder Risk Property Coverage with **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department** as loss payee  
**Required if box is checked** .

- E. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.  
**Required if box is checked .**

### **MINIMUM LIMITS OF INSURANCE**

Parties to the agreement shall maintain limits no less than the following: **(if required under above Scope of Insurance)**

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Party's Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department** as applicable. At the option of the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, where applicable either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, employees, agents and volunteers; or the Party shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

## OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

### **A. General Liability and Automobile Liability Coverages**

1. The **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the other parties activities, including activities performed by or on behalf of the Party; products and completed operations of the Party; premises owned, leased or used by the Party; or automobiles owned, leased, hired or borrowed by the Party. The coverage shall contain no special limitations on the scope of protection afforded to the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, agents, employees and volunteers.
2. The Parties insurance coverage shall be primary and non-contributory as respects the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, employees, agents and volunteers shall be excess insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, employees, agents and volunteers.
4. The Party's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Party's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Party shall be required to name the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, employees, agents and volunteers as additional insureds, as applicable.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Party and all sub-Parties hereby agree to waive any limitation as to the amount of contribution recoverable against them by **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department** as applicable to this agreement. This specifically

includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

**B. Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, employees, agents and volunteers for losses arising from work performed by Party for the municipality.

**D. All Coverages**

1. No Waiver. Under no circumstances shall the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department** be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
  - a. Allowing work by Party or any sub-Party to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department** expressly endorsed onto the policy as a Cancellation Notice Recipient as applicable. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

**VERIFICATION OF COVERAGE**

Parties shall furnish the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department** with certificates of insurance naming the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department** as applicable, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, as applicable before any activity commences. The following additional insured endorsements may be utilized: ISO Additional Insured

Endorsements CG 20 10 (Exhibit A) or CG 20 26 (Exhibit B) and CG 20 01 (Exhibit C) – Primary and Non-Contributory, and CG 20 37 (Exhibit D) – Completed Operations, where required. The Parties reserve the right to request full certified copies of the insurance policies and endorsements.

### **SUBPARTIES**

The Party shall include all sub-Parties as insureds under its policies or shall furnish separate certificates and endorsements for each sub-Party. All coverages for sub-Parties shall be subject to all of the requirements stated herein.

### **ASSUMPTION OF LIABILITY**

The Party assumes liability for all injury to or death of any person or persons including employees of the Party, any sub-Party, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any activities performed pursuant to this agreement.

## **II. INDEMNITY/HOLD HARMLESS PROVISION: *(include as separate section of the contract.)***

To the fullest extent permitted by law, the Parties hereby agrees to defend, indemnify and hold harmless the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, employees and agents as applicable against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Party, its employees, or sub-Parties, or which may in anywise result therefore, except that arising out of the sole legal cause of the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its employees or agents, the Party shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the **Village of Flossmoor, the Flossmoor Fire Department, the Village of Park Forest and the Park Forest Fire Department**, its officials, employees and agents, in any such action, the Party shall, at its own expense, satisfy and discharge the same.

## **III. SAFETY/LOSS PREVENTION**

### **Safety/Loss Prevention Program Requirements**

- Parties will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.
- Participation in the IRMA organization will provide basic evidence of safety/loss prevention status unless specifically addressed between the Parties.

## **Regulatory Requirements**

- Parties must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the activity. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
  
- Evidence of specific regulatory compliance will be provided by party, if required.

ATTACHMENT 1

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured, the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## ATTACHMENT 2

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## **AGENDA BRIEFING**

**DATE:** October 13, 2016

**TO:** Mayor John Ostenburg  
Board of Trustees

**FROM:** Bruce Ziegler, Fire Chief

**RE:** Fit Testing Equipment - Grant Replacement

### **BACKGROUND/DISCUSSION:**

The Fire Department received a grant via the Assistance to Firefighters Grant program to purchase replacement Self-Contained Breathing Apparatus (SCBA) with a total project budget of \$240,855. This grant fund the replacement of SCBA's at \$202,380 and the replacement of Rapid Intervention Team (RIT) packs and quantitative fit testing equipment at \$ 38,475. The Federal share of this grant is set at \$218,960 with the local match for the grant defined as \$ 21,985.

The quantitative fit testing equipment portion of this overall grant project was funded at the \$24,000 level. The fire department has been researching the replacement of the fit testing equipment for the past two years with the department's 2014 application being denied prior to the 2015 application being approved for funding. This research has included requesting literature from various manufacturer's for comparison, visiting booths for suppliers at trade shows to become familiar with the specific products, and comparing the various products directly.

There are two primary suppliers of this type of equipment; TSI out of Shoreview Minnesota and OHD out of Hoover Alabama. These are the only two companies in the United States that have approved equipment for quantitative fit testing approved by OSHA, NFPA and other agencies. While each company approaches the task in their own way, each provides an approved method to determine the fit of a respirator face piece on an individual.

As part of the process the Park Forest Fire Department prepared base specifications for the supplying of two (2) approved fit testing machines, necessary adapters for this process on a number of SCBA face pieces and ongoing service contacts for the equipment and requested proposal from the area distributors for the respective companies. The results of this request can be seen in the attached proposal comparison chart.

While on the surface the proposals vary by approximately 5%, this seems to be the result of a less than complete SCBA adapter selection provided by TSI. Each of these adapters costs \$200-\$300 and Staff did request the ability to adapt to 7 different pieces of SCBA and CBRN respirator equipment. AFC International, Inc., on behalf of OHD, did a much more complete job of providing the various adapters than the TSI group did; thus accounting, in Staff's eyes, for the 10% cost differential.

### **RECOMMENDATION:**

Based on the proposals and pricing presented, it is recommend the Mayor and Village Board approve the purchase of the quantitative fit testing equipment from OHD via their regional

distributor AFC International, Inc. in the amount not to exceed \$24,733. This recommendation is based on the following:

This vendor provided the most complete proposal for the equipment requested. While the variances are relatively minor with respects to TSI, their documentation within the proposal was less than that of AFC International, Inc.

- Based on first hand evaluations the device proposed via OHD is simpler to use, easier to maintain, and completes the test faster than the equipment proposed by TSI.
- Both of these devices require annual maintenance and calibration to continue to test and function as designed. While either one would be covered for the first 5-years of the process, the annual cost for maintenance and calibration for the OHD device is approximately \$150 cheaper per year, or \$300 annually for the two test devices.
- The TSI Model 8030 requires an agent to assist in its testing process while the OHD device does not. This reagent alcohol, while not overly expensive, is an additional expense of about \$50 per device per year.
- The OHD device completes the required testing process in about ½ the time the TSI device requires for a similar test. This could significantly reduce the time involved in fit testing the department's 40+ person staff for multiple respiratory devices.

The fire service industry seems to be moving towards the OHD device/process and away from the TSI device for many of the reasons mentioned above. Both the Chicago Fire Department and MABAS-Illinois have migrated from the TSI Port-A-Count device to the OHD Quantifit over the past 2-years. Each has reported less problems, faster testing, increased accuracy and efficiency as a result of this change

As proposed, the replacement of the department's current, outdated Port-A-Count fit test unit with two (2) Quantifit fit testing systems would exceed the overall grant budget by \$733. Staff feels given the increase from one (1) unit to two (2) units and the addition of five (5) years of warranty service and calibration more than makes up for this 3% overage. The added benefit of having two machines available while being serviced and calibrated far outweighs the slight increase in cost. The fire department's budget along with the shared fit testing consortium funds should be more than adequate to account for this minimal overage.

**SCHEDULE FOR DISCUSSION:** This item will appear on the Agenda of the Regular meeting of October 17, 2016, for approval.

**PARK FOREST FIRE DEPARTMENT  
SELF-CONTAIN BREATHING APPARATUS  
PURCHASE REQUEST FOR PROPOSAL**

The proposal will contain formal pricing for the equipment listed below. This pricing will be valid for no less than 90-days to allow for evaluation and presentation to the Village Board.

Proposals shall be presented by no later than September 9, 2016 and it is the option of the proposing party to provide supporting documentation. The proposals shall contained the following aspects related to design and function as determined by a survey of Park Forest Fire Department personnel.

All exceptions, changes or missing elements will be clearly noted by the proposing party. Failure to clearly note exceptions, etc. will be cause to eliminate the proposal

Based on evaluations accomplished via manufacturer surveys and personnel review of available products in demonstrations, at trade shows; the preferred vendor and model for these proposals is the MSA G-1. This type of device was determined to be the most compatible with the department's needs, desires and functionality. This make and model were also selected by the evaluation personnel based on a review of the Drager; Avon; Interspiro; MSA and Scott available products. While it is perfectly acceptable to propose other products; these products will be evaluated based on the departments preferences and tabulation sheet.

**Self-Contained Breathing Apparatus:**

The distributor will provide formal pricing for twenty-nine (29) NFPA compliant Self-Contained Breathing Apparatus units under this proposal. Said SCBA apparatus will be compatible with MSA Self-Contained Breathing apparatus to promote interoperability with the Park Forest Fire Department's primary automatic aid partners. In addition to the standard items, the SCBA units will also include the following:

- One (1) Face Piece per unit (7-Large; 16-Medium; 6-Small) with approved mask bag
- Two (2) cylinders – 45-minute. Meeting the requirements set forth below.
- A single rechargeable battery system (Lithium Ion) supplying the power needs of all SCBA components
- Chest straps
- Adjustable Lumbar Support (minimum 3 position)
- Quick-connect cylinder feature for rapid bottle change capability
- Buddy-breathing capability (built in and NFPA approved)

**Individual Face Pieces:**

The Distributor/Manufacturer will provide formal pricing on individual face pieces in the sizes and quantities provided by the Park Forest FD (42 Units - 9 Large; 26 Medium 7 Small is the estimate, pre-fit testing). As specified elsewhere; each of these face pieces / Masks will be

provided with the approved mask bag. Embroidered with the Park Forest FD logo and the words “Park Forest FD”.

Each facepiece will have a fresh air capability that is simply and efficiently activated and deactivated. Facepieces will not have any unnecessary external protrusions, including, but not limited to Heads-Up-Display devices; external voice amplifiers, thermal imaging devices, etc.

Each individual face piece will also be provided with a personnel identifier from a list of names provided by the fire department. These will be “Identifire” brand units for SCBA masks from Identifiresafety.com or approved equal

**Mask Bags:**

Each face piece/mask (for SCBA’s; RIT Pack; confined space pack or individual face pieces) will be supplied with a protective mask bag as approved by the fire department. These mask bags will be embroidered with the departments logo (see sample) and have the words “Park Forest FD” stitched below the logo for identification purposes.

**Cylinders:**

All cylinders provided will be the latest 45-minute SCBA compatible lightweight cylinder; with a manufactures date no older than 3-months from the date of delivery. Each cylinder provided will have the Park Forest Fire Department logo on it (see sample). Additionally, each cylinder will be provided with a local unique identification number in addition to serial numbers and model numbers to simplify tracking purposes. The unique identification numbers will sequentially follow this format 1601; 1602; 1603, etc., in easy to read black numbers, approximately 1” tall. Both the department logo and the unique identification numbers will be overwrapped on the cylinder to provide long lasting protection for these identifiers.

**Battery System:**

As described above, each Self-Contained Breathing Apparatus unit will be equipped with the appropriate single rechargeable Lithium Ion battery system for the SCBA. Additionally, a five (5) unit bank charger and five (5) spare Lithium Ion batteries will be provided to allow for the replacement of batteries while units remain in service.

**Neck Straps:**

Detachable neck straps will be provide for 50% +/- (50+/-) of all of the face pieces supplied with this purchase. These neck straps will be shipped loose, thus allowing them to be provided to the members in need.

**Spectacle Kits:**

Spectacle kits will be provided for the Face piece to allow personnel who utilize glasses to properly utilize the face piece. In total, twelve (12) spectacle kits will be provided as part of this proposal.

### **Rapid Intervention Connection Hoses:**

The distributor will provide ten (10) Rapid Intervention Connection hoses suitable for use with the SCBA's. Each of these hoses will also include the associated storage pouch, suitable for use with the SCBA. Additionally, the distributor will provide five (5) additional storage pouches suitable for the SCBA.

### **Quick Connect Cylinder Adapters:**

In addition to providing each and every supplied cylinder with the appropriate quick connect thread adapter for use with the quick-connect system, the distributor will also provide an additional twelve (12) adapters as spares.

### **APR Devices:**

The distributor will provide a fixed number of APR Devices to allow the SCBA face pieces to be used as CBRN units. One (1) APR device will be provided with each SCBA unit (29) and one for every other individual face piece (21) for a total of 50 APR units

### **SCBA Storage/Transport Bags:**

A total of fifteen (15) storage/transport bags will be provided for storing and transporting Self-Contained Breathing Apparatus in vehicles that are not equipped with storage harnesses. The bags will be embroidered with the Park Forest Fire Department logo and the words "Park Forest Fire Department" and bag identification numbering "Bag #1; Bag #2; Bag #3, etc.

### **Rapid Intervention Team Packs:**

The distributor will provide a separate quote for three (3) complete Rapid Intervention Team packs as outlined below:

A complete RIT pack set-up with quick connect fitting and the following connections;

- Rapid Intervention Connection – hose length 12-feet
- Buddy Breathing Connection – hose length 4-feet (nominal or as agreed upon by the fire department)
- Compatible regulator – hose length 4-feet (nominal or as agreed upon by the fire department)
- One (1) SCBA Mask for each RIT Pack; Size Medium
- Two (2) 45-minute cylinders prepared, marked and numbered as per the SCBA cylinder requirements. Each cylinder will be equipped with the appropriate quick connect adapter.
- One (1) approved RIT pack bag for each RIT pack embroidered with the Park Forest FD logo, the words "Park Forest Fire Department .and sequentially numbered identified; RIT BAG #1; RIT BAG #2; RIT BAG # 3

### **Confined Space Equipment Upgrade:**

The distributor will provide a separate detailed proposal with all associated costs for the upgrading of the fire departments current confined space "Premaire" escape SCBA's hoses and regulators to the new SCBA compatible units. This proposal would include the replacement of

the regulators and regulator hoses as needed and face pieces (4: 1-Large; 2-Medium; 1-Small), with accompanying mask bags as per the specification.

The distributor will also provide a quote for the complete replacement of the departments four (4) current MSA “Premaire” confined space entry units with four (4) completely new fully equipped SCBA compatible units. This includes, but is not limited to the four (4) SCBA units, cylinders, hoses, connections and face piece (4: 1-Large; 2-Medium; 1-Small) all compatible with the new SCBA equipment.

**Option: Integrated TIC PASS Device:**

The distributor will provide separate optional pricing for Five (5) Integrated Thermal Imaging Camera PASS device upgrades. The buyer understands these units have not yet been NFPA approved, but that they would be replaced when approved and available. This is by no means an agreement or requirement to make this purchase, but provides the opportunity to add these items at the department’s discretion.

Logo Sample:





AFC International Inc.  
 PO Box 894  
 DeMotte, IN 46310  
**www.afcintl.com**  
 219-987-6825

**QUOTE**

**Quote #** GASQ51204  
**Date** 08/04/16  
**Sales Rep.** Cathy Dehning  
**Valid Till**

**Quote To:**

Park Forest Fire Dept & Village of  
 Bruce Ziegler  
 156 Indianwood Blvd

**Ship To:**

Park Forest IL 60466



**Phone** (708) 748-5605

**Fax**

**Delivery**

**Email** bziegle@vopf.com

**\*\*Price is valid until the end of the year\*\***

Qty	Part Number	Description	Unit Price	Ext. Price
2	9519-4000	Quantifit RespiratorFit Testing System, Includes Windows Quantifit software, Roller Case, Keyboard, Trigger Button, Triple Tubing, USB tube, USB cable and power supply, Training video.	\$8,905.25	\$17,810.50
2	90-90001	-Trade-In Credit	-\$1,500.00	-\$3,000.00
1	AFC-T-Fittest	Advanced/Basic, hands on user training to include operation and care of OHD Quantifit unit. Training will provide actual fittesting of a few workers in order to build customers confidence and abilities to use unit effectively.	\$0.00	\$0.00
2	Shipping	Shipping & Insurance Charges, per unit.	\$75.00	\$150.00
		-Kit #38 for MSA Fire Hawk:		
1	9513-0380	Adapter Kit#38 MSA Ultra Elite/Firehawk push to connect and slide to connect masks.	\$318.50	\$318.50
		-Kit# 1 for MSA G-1, Scott AV2000 & 3000, ISI Viking, MSA Millennium and Avon FM12:		
2	9513-0130	Adapter kit #1- AV2000/AV3000 & Sureseal (Need Scott Part 200423-01), & MSA Millennium full face, MSA G1(also needs MSA p/n 10144231SP). ISI Viking.	\$318.50	\$637.00
		-Secondary Adapters Needed:		
2	10144231	MSA G1 APR adapter for Quantifit.(used with Kit#1)	\$63.70	\$127.40
1	200423-01	Scott mask adapter, CBRN 40MM.(Used with Kit#1)	\$88.20	\$88.20
1	171138	ISI, Viking adapter for fittesting, (Used with Kit#1)	\$181.30	\$181.30
		-Premium Service Contract: (One per unit)		
2	SERPPSC/3	Calibration 3 Yr Premium Service contract; Includes Calibration & Maintenance contract and round trip ship each year for 3yrs.	\$2,480.00	\$4,960.00
		-OR-		

**AFC International Inc**

**800-952-3293**

**Fax: 219-987-6826**

**www.afcintl.com**

Qty	Part Number	Description	Unit Price	Ext. Price
2	SERPPSC/5	Calibration 5 Yr Premium Service contract; Includes Calibration & Maintenance contract and round trip ship each year for 5yrs.	\$4,230.00	\$8,460.00
			Total	\$29,732.90

Thank you for the opportunity to quote. If you have any questions or need anything else, please let me know.

Thank you

Cathy Dehning  
Office Manager/Inside Sales  
AFC International Inc  
Cert. WBE Business  
800-952-3293x105  
219-987-6825x105  
cdehning@afcintl.com

\*\*Returns are subject to restocking fees and no returns will be accepted without prior authorization.\*\*



500 Cardigan Road  
 Shoreview, MN 55126  
 USA  
 EIN 41-0843524

Tel:(651)490-2811  
 Fax:(651)490-3824  
 Web:www.TSI.com  
 Email:answers@TSI.com

Manufacturer of TSI®, Alnor®, Airflow™, and ChemLogix™ branded products

# Quotation

**To**  
 PARK FOREST FIRE DEPT  
 156 INDIANWOOD BLVD  
 PARK FOREST, IL 60466  
 USA

**Contact Information**  
 BRUCE ZIEGLE DEPUTY CHIEF  
 Tel: 708-481-4549 Fax: 708-748-4890  
 Email: bziegle@vopf.com

**Quotation Number** 20087021  
**Quotation Date** 09/20/2016  
**Customer No** 1064098  
**Cust. Ref.** Quote - B. Ziegler  
**Incoterms** 2010 CPT: Prepay & Add  
 Consignee's Premises  
**Payment Term** Net 30 days  
**Valid To** 12/31/2016  
**Currency** USD  
**Method of Payment** PO, Visa, Amex, Mastercard  
**Make PO Out To** TSI Inc.  
 Reference Quote number when submitting PO

Item	Material/Description	Quantity	Unit Price	Amount
1	8030 PortaCount Pro Respirator Fit Tester PortaCount Pro, AC Adapter with Universal Plug Set, alcohol cartridge, alcohol fill capsule, storage cap, (2) zero check filters, Model 8016 alcohol supplies 3/16" and 1/4" hose adapters, (2) spare alcohol wicks, carrying case, CD including FitPro+ Fit Test software and operation & service manual, Flash Memory Drive (1GB), USB cable, and 2-year warranty. Trade in Discount	1.00 EA	9,150.00	9,150.00 2,000.00-
2	8030 PortaCount Pro Respirator Fit Tester PortaCount Pro, AC Adapter with Universal Plug Set, alcohol cartridge, alcohol fill capsule, storage cap, (2) zero check filters, Model 8016 alcohol supplies 3/16" and 1/4" hose adapters, (2) spare alcohol wicks, carrying case, CD including FitPro+ Fit Test software and operation & service manual, Flash Memory Drive (1GB), USB cable, and 2-year warranty. Customer Discnt Amnt	1.00 EA	9,150.00	9,150.00 1,155.00-
3	8025-34 Mask Sample Adaptor Kit, MSA G1 Mask FITTEST ADAPTOR KIT FOR MSA G1 FULLFACE MASK	2.00 EA	300.00	600.00
4	8025-USMIL Fit Test Adapter Kit -US Military DT	2.00 EA	205.00	410.00



500 Cardigan Road  
 Shoreview, MN 55126  
 USA  
 EIN 41-0843524

Tel:(651)490-2811  
 Fax:(651)490-3824  
 Web:www.TSI.com  
 Email:answers@TSI.com

Manufacturer of TSI®, Alnor®, Airflow™, and ChemLogix™ branded products

# Quotation

**To**  
 PARK FOREST FIRE DEPT  
 156 INDIANWOOD BLVD  
 PARK FOREST, IL 60466  
 USA

**Contact Information**  
 BRUCE ZIEGLE DEPUTY CHIEF  
 Tel: 708-481-4549 Fax: 708-748-4890  
 Email: bziegle@vopf.com

**Quotation Number** 20087021  
**Quotation Date** 09/20/2016  
**Customer No** 1064098  
**Cust. Ref.** Quote - B. Ziegler  
**Incoterms** 2010 CPT: Prepay & Add  
 Consignee's Premises  
**Payment Term** Net 30 days  
**Valid To** 12/31/2016  
**Currency** USD  
**Method of Payment** PO, Visa, Amex, Mastercard  
**Make PO Out To** TSI Inc.  
 Reference Quote number when submitting PO

Item	Material/Description	Quantity	Unit Price	Amount
5	Fit Test Adapter Kit for US & Canadian military gas masks with drink tube including M17A1, M40, MCU-2/P, C4. Includes disposable components for 200 fit tests including Adapter, Case, (200) Drink Tube Extenders, P100 Filter, Instructions. 8025-AVON Fit Test Adapter -AVON	2.00 EA	160.00	320.00
6	Fit Test Adapter for AVON gas masks with drink tube including FM12, S10, MF10. Includes disposable components for 200 fit tests including Adapter, Case, (200) Drink Tube Extensions, P100 Filter, Instructions. 8025-14 Fit Test Adapter Kit - MSA APR	1.00 EA	365.00	365.00
7	Fit Test Adapter Kit For MSA APR masks including Comfo Series Half Masks, Duo-Twin, Ultra Twin, Advantage 100/200/200LS. Includes disposable components for 200 fit tests including (200) Clips, (200) Suction Cups,(50-ft) Tubing, (2) P100 Filters, Case, Instructions. 8025-20 Fit Test Adapter Kit - Scott Full-face	1.00 EA	210.00	210.00
8	Fit Test Adapter for Scott masks including AV-2000, AV-3000, Scott-O-Vista, 65. Includes disposable components for 200 fit tests including Adapter, Case, (200) Clips, (200) Suction Cups, (50-ft) Tubing, (1)P100 Filter, Instructions. B2B3-8030 QG B2B Warranty Contract; 3 -Yr, 8030	1.00 EA	2,320.00	2,320.00



500 Cardigan Road  
Shoreview, MN 55126  
USA  
EIN 41-0843524

Tel:(651)490-2811  
Fax:(651)490-3824  
Web:www.TSI.com  
Email:answers@TSI.com

# Quotation

Manufacturer of TSI®, Alnor®, Airflow™, and ChemLogix™ branded products

**To**  
PARK FOREST FIRE DEPT  
156 INDIANWOOD BLVD  
PARK FOREST, IL 60466  
USA

**Contact Information**  
BRUCE ZIEGLE DEPUTY CHIEF  
Tel: 708-481-4549 Fax: 708-748-4890  
Email: bziegle@vopf.com

**Quotation Number** 20087021  
**Quotation Date** 09/20/2016  
**Customer No** 1064098  
**Cust. Ref.** Quote - B. Ziegler  
**Incoterms** 2010 CPT: Prepay & Add  
Consignee's Premises  
**Payment Term** Net 30 days  
**Valid To** 12/31/2016  
**Currency** USD  
**Method of Payment** PO, Visa, Amex, Mastercard  
**Make PO Out To** TSI Inc.  
Reference Quote number when submitting PO

Item	Material/Description	Quantity	Unit Price	Amount
9	B2B5-8030 QG B2B Warranty Contract; 5-Yr, 8030	1.00 EA	3,220.00	3,220.00
10	TSIU-PC3 TSI Sales Rep. Onsite Training, 1 Day Training - 8030/8038 Customer Discnt Amnt	1.00 EA	1,275.00	1,275.00
			<b>Sub Total</b>	22,590.00
			<b>Freight</b>	120.00
			<b>Tax</b>	1,071.29
			<b>Total Amount</b>	23,781.29

The current adaptor kits that you have would be sufficient.

There is an estimate listed for shipping on the quote.

TSI does not carry adaptors for ISI - Viking. The best way to purchase is to contact the manufacturer directly at 888-474-7233.

These commodities, technology or software are controlled under the Export Administration Regulations. If the goods are exported or reexported, it must be in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

*This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.*

*Michelle Mangin*  
TSI Incorporated

Date 09/20/2016

TSI Terms and Conditions apply and are incorporated by reference. See <http://www.tsi.com/tc.pdf>  
For payment terms, complete credit application at <http://www.tsi.com/credit-app/>

## **AGENDA BRIEFING**

**DATE:** October 11, 2016

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Hildy L. Kingma, AICP, Director of Economic Development and Planning

**RE:** Ordinance Authorizing the Donation of a Property at 234 Arcadia Street to the South Suburban Land Bank and Development Authority

**BACKGROUND/DISCUSSION:**

The Village obtained the deed to the property at 234 Arcadia Street through the judicial abandonment process in September 2016. There is still a house on the property that is vacant and blighted. The house will be deconstructed using the IHDA Blight Reduction Program grant. The Village is partnering with the South Suburban Land Bank and Development Authority (SSLBDA) on this grant, and under the terms of the grant, the SSLBDA is required to own all properties before deconstruction begins. Therefore, the Village will transfer the deed to the SSLBDA so it can be deconstructed with the grant funds. Ultimately, the property will be transferred back to the Village as part of the Village's land banking program in the Eastgate neighborhood.

The Village Attorney reviewed and approved the attached Ordinance and the attached Donation Agreement.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Regular Board meeting agenda of October 17, 2016, for First Reading.

**ORDINANCE NO.  
AN ORDINANCE AUTHORIZING THE DONATION  
OF PROPERTY COMMONLY KNOWN AS 234 ARCADIA STREET  
IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS**

---

---

**WHEREAS**, the Mayor and Board of Trustees of the Village of Park Forest (“Park Forest”) have determined that it is necessary and desirable that certain real property located within Park Forest which is commonly known as 234 Arcadia Street and which is legally described on Exhibit “A” attached hereto (“Subject Property”) be donated by Park Forest to the South Suburban Land Bank and Development Authority (“SSLBDA”); and

**WHEREAS**, the Subject Property is being donated to the SSLBDA in order to promote the public health, safety and welfare.

**NOW, THEREFORE**, be it ordained by the Mayor and Board of Trustees of the Village of Park Forest, Cook County, Illinois, in the exercise of Park Forest’s home rule powers as follows:

**SECTION 1:** The recitals set forth above are incorporated herein by reference and made a part hereof.

**SECTION 2:** The Mayor and Board of Trustees hereby authorize the donation of the Subject Property, pursuant to the terms and conditions of a Donation Acceptance Agreement between Park Forest, as the title holder of record, and the SSLBDA in substantially the form attached hereto as Exhibit “B” as finally determined by the Village Manager.

**SECTION 3:** The Mayor, Village Clerk, Village Manager and Village Attorney are authorized to execute any documents necessary to complete the sale of the Subject Property.

**SECTION 4:** If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

**SECTION 5:** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED:**

**ATTEST:**

---

John A. Ostenburg  
MAYOR

---

Sheila McGann  
CLERK

**EXHIBIT "A"**

**Legal Description**

LOT 51 IN BLOCK 7 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

ADDRESS: 234 ARCADIA STREET, PARK FOREST, IL 60466

PIN: 32-30-207-041-0000

**EXHIBIT "B"**

**DONATION ACCEPTANCE AGREEMENT**

**SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY**

**DONATION ACCEPTANCE AGREEMENT**

THIS DONATION ACCEPTANCE AGREEMENT (the "Agreement") is made between Village of Park Forest, Illinois ("Donor") and South Suburban Land Bank and Development Authority ("SSLBDA" or "Donee"). This Agreement is effective as of \_\_\_\_\_ (the "Effective Date").

**Recitals**

Donor owns certain real property, improvements, appurtenances and hereditaments located at 234 Arcadia Street, Park Forest, Cook County, Illinois legally described on Exhibit "A" attached to this Agreement (the "Property") and wishes to donate the Property to SSLBDA. SSLBDA wishes to accept the donated Property under subject to the terms and conditions set forth below.

Therefore, the Parties hereto agree as follows:

**Agreement**

**1. Donation of Property.** Subject to both Parties' compliance with the terms and conditions of this Agreement, Donor shall donate to SSLBDA and SSLBDA shall accept from Donor the Property.

**2. Closing Date.**

A) The closing shall take place on or before \_\_\_\_\_, 2016 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and SSLBDA or otherwise extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the Donee's attorney, or at a place so designated and approved by the Parties in writing. If the closing does not occur by the date specified in this Paragraph or in any extension, this Agreement is automatically terminated.

**3. Inspection and Acceptance.**

A) Before entering into this Agreement, Donor shall have provided Donee with full and unlimited access to the Property, and Donee shall have inspected the Property and obtained for its own use, benefit and reliance, inspections and/or reports on the condition of the Property. Donee has reviewed all necessary inspection reports and, subject to the terms and conditions of this Agreement, has accepted the Property.

B) Within fourteen (14) days of the Effective Date, Donor shall send to SSLBDA copies of any and all of the following that are in Donor's possession: (i) structural, electrical, mechanical, plumbing, termite inspection, zoning, code compliance or pending improvements reports relating to the Property, (ii) notices of any violations of laws or governmental ordinances, regulations or laws relating to the Property, and (iii) any notice, writing or information regarding any pending or threatened litigation relating to the Property, and where such information, reports,

or other items are in the possession of the REO department of Donor or Donor's real estate agent (if engaged by Donor in connection with this transaction). Donee acknowledges that the inspection reports prepared or caused to be prepared by Donor are for the use and benefit of Donor. Donee will not rely solely upon any such inspection reports obtained by Donor in making a decision to accept the Property; provided however, Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder.

**4. Personal Property.** Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this donation unless the personal property is specifically described and referenced on Exhibit "B" attached to and made a part of this Agreement. Any personal property at or on the Property may be subject to claims by third parties and, therefore, shall be removed from the Property prior to the Closing Date. SSLBDA assumes no responsibility for any personal property remaining on the Property at the time of closing.

**5. Condition of Property.** Donee is purchasing the Property in its current "As Is" condition subject only to such repairs as may be expressly required under this Agreement or agreed to in writing by Donor and Donee prior to closing. Should any lender, insuring entity, governmental body or agency require that certain repairs to the Property be made or that certain other conditions or requirements be met prior to Closing, Donor, at its sole option, may comply with such requirement or terminate the Agreement.

**6. "As-Is" Condition.**

OTHER THAN EXPRESS REPRESENTATIONS SET FORTH HEREIN, DONOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE APPLIANCES, UTILITY FIXTURES, EQUIPMENT AND OTHER APPURTENANCES RELATING THERETO; OR ANY OTHER MATTER AFFECTING OR RELATING TO THE HEREIN DESCRIBED PROPERTY (OTHER THAN THE WARRANTY OF TITLE ACCORDING TO THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), AND THAT DONEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. DONEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE, AND DONEE AGREES TO ACCEPT THE HEREIN DESCRIBED PROPERTY "AS-IS" AND "WHERE-IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE HEREIN DESCRIBED PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NO REPRESENTATIONS, CLAIMS, STATEMENTS, ADVERTISING OR PROMOTIONAL ACTIVITIES MADE OR CONDUCTED BY DONOR OR DONOR'S AGENTS OR REPRESENTATIVES SHALL BE BINDING UPON DONOR UNLESS THE SAME ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, ITS ADDENDA, OR A SUBSEQUENT WRITTEN AGREEMENT EXECUTED BY DONOR AND DONEE.

**7. Real Estate Taxes.**

A) Donee and Donor agree that the Donor is accepting the Property subject to all unpaid real estate taxes, liens, mortgages or other encumbrances affecting the Property.

B) Donor shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Donor has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and Donee as current owner of the Property receives the payment, Donor understands that Donee is not required to submit the refund to Donor.

C) If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Donor will donate the fuel in the tank at closing as part of the property being donated. Donor may remove the contents of storage tanks prior to closing at Donor's expense.

**8. Delivery of Possession of Property.**

A) *Delivery of the Property.* Donor shall deliver possession of the Property to Donee on the Closing Date. If Donee alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of Donor, such event shall constitute a breach by Donee under this Agreement and Donor may terminate this Agreement.

B) *Vacant Property Acquisition.* If the Property is intended to be acquired by the Donee as vacant or abandoned, the following shall apply: In addition to the warranties and covenants of subparagraph (a) above, **Donor warrants and covenants with Donee that (i) the Property was vacant and unoccupied at the time of commencing discussions with Donee for the accept of the Property, (ii) the Property is vacant and unoccupied at the time of the execution of this Agreement and (iii) will be delivered to Donee at the closing in a vacant and unoccupied condition.**

C) *Occupied Property Acquisition.* If the Property is intended to be acquired by the Donee as occupied property, the parties shall execute the Occupied Property Addendum attached hereto as an Addendum.

**9. Title to be Delivered.**

At closing, Donor agrees to deliver to Donee the Deed, which conveys Donor's interest in the Property to Donee.

**10. Title and Examination.**

At Donor's expense, Donee shall promptly order a commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") issued by the title company of Donee's choice licensed to do business in Illinois (the "Title Company") and provide a copy to Donor upon Donee's receipt thereof. Donee shall have five (5) business

days from the date of its receipt of the Title Commitment or Title Opinion to examine title and make any objections thereto, which shall be made in writing to Donor or deemed waived. If any objections are so made, Donor shall be allowed sixty (60) days to make title marketable at regular rates or cancel this Agreement. Objections to title shall mean a title matter which fails to meet the customary title examination standards for title examiners for the jurisdiction in which the Property is located and makes the title unmarketable.

#### **11. Defects in Title.**

Upon examination of the Title Commitment or Title Opinion by Donee and notice to Donor of a title objection, the Parties agree to proceed as follows:

A) If Donee raises an objection to Donor's title to the Property as provided in Paragraph 10, which, if valid, would make title to the Property uninsurable and not corrected by the Donor within sixty (60) days, Donor shall have the right to terminate this Agreement by giving written notice of the termination to Donee, provided however, Donee shall have the right within five (5) days of such notice to either waive such defect or request Donor to proceed under Paragraph 11(C) below.

B) If Donor is able to correct the problem through reasonable efforts, as Donor determines, at its sole and absolute discretion, within said sixty (60) day period, including any written extensions, or (subject to Donee's consent described in Paragraph 10) if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, as provided below or Donee waives the defect, then this Agreement shall remain in full force and Donee shall perform pursuant to the terms set in this Agreement.

C) Donor will cooperate with the Title Company and Donee on the title corrections to remove any such exception or to make the title insurable, but any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

D) In the event Donor, within such sixty (60) day period is not able to (i) make the title marketable or correct any problem or (ii) obtain title insurance from a reputable title insurance company, all as acceptable to Donee as provided herein, Donee may either waive the objection or terminate this Agreement without penalty.

#### **12. Land Banking Depository Agreement.**

If agreed to in writing by the Parties, an SSLBDA Depository Agreement, attached hereto as an Exhibit C, entered into between the Parties with regard to the Property shall be attached to and recorded with the Deed as a deed restriction.

#### **13. Deed**

A) The Deed to be delivered at closing shall be a recordable, stamped Special Warranty Deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which Deed may be known as a Special Warranty, or a Limited Warranty Deed). Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of

Deed. It is the intent of Donor to deliver title to the subject Property through the conveyance of the Special Warranty Deed or comparable instrument, in accordance with all applicable local, state and Federal rules, regulations and procedures. The comparable instrument, at a minimum, must contain the following language: “Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.”

B) **Permitted Exceptions.** At closing, Donor agrees to deliver to Donee the Deed which conveys fee simple title in the Property to Donee subject only to the following (“Permitted Exceptions”):

- (i) Covenants, conditions and restrictions of record;
- (ii) Any private, public and utility easements and roads and highways;
- (iii) Zoning laws and ordinances; and
- (iv) General real estate taxes applicable to the Property.
- (v) Any and all deed restrictions set forth and agreed to in this Agreement

#### **14. Representations and Warranties.**

Donee represents and warrants to Donor the following:

A) Donee is accepting the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents or assigns;

B) Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in this Agreement;

C) Donee has not relied on any representation or warranty from Donor regarding the nature, quality or workmanship of any repairs made by Donor; and

D) Donee will not occupy or cause or permit others to occupy the Property prior to closing.

E) Donee has the power and authority to execute, deliver and perform the conditions set forth in this Agreement. Donee’s execution of this Agreement is not subject to any further approval, vote or contingency from any person or committee;

F) The execution of and performance under this Agreement will not conflict with or be a breach of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Donee is subject, and Donee has obtained any consent, approval, authorization or order from any court or governmental agency or body required for the execution, delivery and performance by Donee under this Agreement; and

G) Donee itself does not intend to use the Property as a principal residence or for family, household or personal use.

H. Donee has or will receive funding from the Illinois Housing Development Agency Blight Reduction Program to demolish/deconstruct the Property and shall complete the demolition/deconstruction before June 30, 2017.

I. Donee shall not sell the Property until the demolition/deconstruction of the Property has been completed, and shall only convey the Property back to the Donor upon request.

J. The representations and warranties made in this paragraph shall not merge with the deed and shall survive the Closing.

**15. Deliveries by Donor.**

Within seven (7) days after the Effective Date, if not already delivered to Donee, Donor shall deliver the following to Donee:

A) Copies of all licenses, permits, inspection reports, zoning information, Certificates of Occupancy, and all reports identified in Section 3(B) herein in Donor's possession, if any.

B) All building plans, diagrams, architect drawings, surveys and construction or architect contracts in Donor's possession, if any.

**16. Plat of Survey**

A) If Donor does not provide a survey, which conforms to the standards set forth in this Agreement, within seven (7) days of the Effective Date, Donee may acquire such a survey at Donee's expense.

**17. Donor Costs.** Donor shall pay all of the following closing costs:

**18. Donee Closing Costs.** Donee shall pay for:

A) All recording and service fees required in order to record the Deed; and

B) Fees for Donee's Attorney

C) Any title policy requires by the Donee.

**19. Closing Documents.**

Donor shall provide and execute the following documents at closing:

A) Deed

B) ALTA Statement

C) Power of Attorney, if applicable

- D) Lead-Based Paint Disclosure, if required
- E) Municipal Transfer Tax Declaration (including Water Department Certification and Zoning Compliance Certificate, if applicable);
- F) County Transfer Tax Declaration;
- G) Gap Undertaking;
- H) State Transfer Tax Declaration;
- I) Pay-off Letters, Releases, Estoppel Letters, and Utility Letters, if applicable;
- J) Affidavit Regarding Donor;
- K) FIRPTA Affidavit; and
- L) Executed Settlement Statement.

Donee shall provide and execute the following documents at closing:

- A) Affidavit Regarding Donee;
- B) Power of Attorney, if applicable;
- C) Executed Settlement Statement; and
- D) Survey.

**20. Condominium or Planned Unit Development.**

If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Donor, at Donor's own expense, is responsible for obtaining and providing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative to Donee within five (5) days of execution of this Agreement by both Parties. Donee will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Donee does not notify Donor in writing, within fifteen (15) days of receipt of said documents, of Donee's objection to the covenants, conditions and restrictions and/or bylaws. Donee understands and acknowledges that this transaction may be subject to the written consent of the governing body of a condominium, planned unit development, co-operative, or home owner's association, depending on the covenants, conditions and restrictions and/or bylaws of said governing body. Donee agrees to promptly submit such references or other information as such governing body may require and Donee agrees to cooperate in any reasonable manner to obtain such consent, including a personal appearance by Donee before such governing body. Donee shall be solely responsible for obtaining such consent. If after reasonable efforts, Donee is unable to obtain such governing body's consent to this transaction, Donee may terminate this Agreement. Upon termination of this Agreement, Donee and Donor shall have no further liability, no further obligation, and no further responsibility each to the other and Donee and Donor shall be

released from any further obligation each to the other in connection with this Agreement.

**21. Lead Paint Disclosure.** (Check the provision that applies.)

Donor represents that the dwelling was constructed on the real property in 1978 or later.

Donor represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Agreement is the form, **LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978.**)

**22. Cancellation of Contracts.** On or prior to the Closing Date, Donor agrees to cancel any contracts that Donor (or Donor's agent) has with respect to the Property, effective as of the Closing Date, and to pay any amounts due with respect to any such contract after the Closing Date. Donor agrees to cooperate with Donee in causing the utility accounts associated with the Property to be transferred into the name of Donee as of the Closing Date (unless there is a credit on the settlement statement for the payment of such utility service charges).

**23. Remedies for Default.**

A) In the event of Donee's default, material breach or material misrepresentation of any fact under the terms of this Agreement, Donor is automatically released from the obligation to donate the Property to Donee and neither Donor nor its representatives, agents, attorneys, successors, or assigns shall be liable to Donee for any damages of any kind as a result of Donor's failure to donate and convey the Property.

B) Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

C) The Parties agree that neither Party shall be liable to the other for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.

**24. Indemnification.**

Donee agrees to indemnify and fully protect, defend, and hold Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

A) inspections or repairs made by Donee or its agents, employees, contractors, successors or assigns;

B) the imposition of any fine or penalty imposed by any municipal or governmental entity resulting from Donee's failure to timely obtain any necessary Certificate of Occupancy or to comply with equivalent laws and regulations; and

C) claims for amounts due and owed by Donor for taxes, homeowner association dues or assessment or any other items prorated at closing under Paragraph 7 of this Agreement, including any penalty or interest and other charges, arising from the proration of such amounts for which Donee received a credit at closing under Paragraph 7 of this Agreement.

**25. Risk of Loss.** Donor assumes all risk of loss related to damage to the Property prior to the Closing Date. In the event of fire, destruction or other casualty loss to the Property after Donor's acceptance of this Agreement and prior to closing and funding, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

**26. Eminent Domain.** In the event that Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

**27. Keys.** If Donor is not in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, then the cost of obtaining the same will be the responsibility of Donee. Donee also understands that if the Property includes an alarm system, Donor cannot provide the access code and/or key and that Donee is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, Donor will re-key the exterior doors to the Property prior to closing at Donor's expense.

**28. Full Performance and Survival.** Donor shall have been deemed to have fully performed and discharged Donor's obligations under this Agreement upon recording of the Deed to the Property in the Recorder's Office of Cook County. Notwithstanding anything to the contrary in this Agreement, the provisions of Paragraph 24 of this Agreement, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive the closing, funding and the delivery of the Deed and/or termination of this Agreement by any Party and continue in full force and effect.

**29. Severability.** The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

**30. Assignment of Agreement.** Parties shall not assign this Agreement without the express written consent of the non-assigning Party. Assignment without written consent of all Parties will be deemed null and void, with all Parties remaining bound by the terms of this Agreement.

**31. Entire Agreement.** This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards or Donor Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Donee

and Donor concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between Donee and Donor. **NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY DONOR AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF DONOR SHALL BE DEEMED VALID OR BINDING UPON DONOR UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.** All negotiations are merged into this Agreement. Donor is not obligated by any other written or verbal statements made by Donor, Donor's representatives, or any real estate licensee.

**32. Modification.** No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Donee and Donor.

**33. Rights of Others.** This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns and Donee.

**34. Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

**35. Headings.** The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

**36. Gender.** Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

**37. Force Majeure.** Except as provided in Paragraph 28 to this Agreement, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

**38. Attorney Review.** The Parties acknowledge that each Party has had the opportunity to consult with its respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any Party because that Party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

**39. Notices.** Any notices required to be given under this Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid. All notices to Parties will be deemed sent or delivered if sent or delivered to the Party or its agent, at the addresses set forth below:

To Donor:

Thomas K. Mick, Village Manager

Village of Park Forest  
350 Victory Drive  
Park Forest, Illinois 60466

With a copy to:

Mark H. Sterk  
Odelson & Sterk, Ltd.  
3318 West 95<sup>th</sup> Street  
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director  
South Suburban Land Bank and Development Authority  
3700 W. 183<sup>rd</sup> Street, Suite B100  
Hazel Crest, Illinois 60429

With a copy to :

Brent O. Denzin  
Ancel Glink P.C.  
140 South Dearborn, Suite 600  
Chicago, Illinois 60602

**40. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties hereto.

**41. Invalidity.** If for any reason any portion or paragraph of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

**42. Attorneys' Fees.** Each Party shall pay the fees and costs of its own counsel. In the event a legal proceeding is commenced to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs from the other Party.

**43. Cumulative Rights.** The rights, options, election and remedies contained in this Agreement shall be cumulative; and no one such rights, options, elections and remedies shall be construed as excluding any other of them or any right or remedy allowed or provided by law.

**44. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Property is located.

**45. Donor Authority.** Donor has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement

and all the deeds, agreements, certificates, and other documents contemplated herein. This Agreement has been duly executed by and is a valid and binding agreement of Donor, enforceable in accordance with its terms, except as enforceability may be limited by equitable principles or by the laws of bankruptcy, insolvency, or other laws affecting creditors' rights generally.

[Remainder Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

**DONOR:**

**Village of Park Forest**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DONEE:**

**South Suburban Land Bank and Development Authority**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "A"**

Legal Description of Property

**LEGAL DESCRIPTION**

LOT 51 IN BLOCK 7 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

ADDRESS: 234 ARCADIA STREET, PARK FOREST, IL 60466

PIN: 32-30-207-041-0000

**EXHIBIT “B”**

Personal Property

NONE, UNLESS SPECIFICALLY IDENTIFIED BELOW:

**LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978**

**TO ACCEPT AGREEMENT BETWEEN**

**VILLAGE OF PARK FOREST AS DONOR**

**AND**

**SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY, AS DONEE**

**LEAD WARNING STATEMENT**

Every Donee of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Donor of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Donor's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before accept.

**DONOR'S DISCLOSURE**

1. Presence of lead-based paint and/or lead-based paint hazards (check items a or b below):
  - a.  Known lead-based paint and/or lead-based paint hazards are present in the housing. If checked, the following explanation is provided: \_\_\_\_\_
  - b.  Donor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
2. Records and reports available to Donor (check item a or b below):
  - a.  Donor has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. If checked, the following documents were provided: \_\_\_\_\_
  - b.  Donor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**DONEE'S ACKNOWLEDGMENT**

1. Buyer has read the Lead Warning Statement above and understands its contents, and has received copies of all information listed above.
2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
3. Buyer has either (check one of the boxes below):
  - received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



**NOTE: PLEASE COMPLETE THIS ADDENDUM ONLY WHEN OCCUPIED PROPERTIES ARE BEING ACQUIRED BY THE DONEE.**

**ADDENDUM TO ACCEPT AND SALE AGREEMENT  
(Occupied Property)**

**THIS ADDENDUM TO ACCEPT AND SALE AGREEMENT (Occupied Property)** (“Addendum”) is dated as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_ (“Donor”) and SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY (“Donee”), amending that certain Accept and Donate Agreement between the Parties of even date herewith (“Acceptance Agreement”). To the extent that this Addendum is inconsistent with the terms of the Acceptance Agreement, then the terms of this Addendum shall control. Any capitalized term not defined in this Addendum shall have the meaning given such term in the Acceptance Agreement. The Acceptance Agreement is hereby amended as follows:

**13. Deed.** Paragraph 13(B) shall be amended by adding the following:

(ix) Existing rights of tenants in possession, if any.

**14. Representations and Warranties.** Paragraph 14(D) is amended and restated in its entirety as follows:

Donee will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property prior to closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property until after the closing.

**15. Deliveries by Donors.** Paragraph 15 is amended by adding the following:

(c) Copies of all Leases in Donor’s possession, if any.

**19. Closing Documents.** In addition to the closing documents set forth at Paragraph 19, Donor and Donee shall execute and deliver at closing, an assignment of Donor’s rights and interests, if any, to all Leases (defined below) by all Tenants, in the form and content acceptable to both Parties, pursuant to which Donor assigns and conveys to Donee all of Donor’s right, title and interest, if any, in and to the Leases and Donee accepts such assignment and conveyance and assumes all obligations under said Leases, including but not limited to compliance with the Protecting Tenants at Foreclosure Act of 2009 and any similar state laws, from and after the Closing Date.

**46. Leases.** The following Paragraph 46 shall be added:

The Property shall be sold subject to the rights and tenancies of any tenant (“Tenant”) of the Property as of the Closing Date pursuant to a written or oral lease (“Lease”), if any.

(a) Donee acknowledges that Donor may not have copies of the Leases or knowledge of the original terms of any oral lease. Donor shall deliver to Donee a signed copy of all Leases in Donor’s possession, if any, with respect to the Property and, upon Donee’s request, any information, reports, or other items that are in the possession of the Donor or Donor’s real estate agent (if engaged by Donor in connection with this transaction) with respect to any Lease. Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 21 of this Agreement.

A) After the Effective Date, Donor will not, without Donee’s consent, enter into, amend or terminate any Lease with respect to the Property.

B) Donor shall deliver to Donee, in addition to any other items required by this Agreement, all security deposits paid by a Tenant under a Lease and all accrued interest thereon actually received by Donor (“Security Deposit”), if any.

C) Donor shall cooperate with Buyer to provide notices to each Tenant under a Lease advising them of the sale of the Property, confirming the transfer of the Tenant’s Security Deposits and directing them to make future rent payments to Donee.

**47. No Other Amendment.** Except as herein amended, the Accept Agreement remains in full force and effect and is hereby ratified and confirmed.

[SIGNATURE PAGES TO FOLLOW]

**DONOR:**

**VILLAGE OF PARK FOREST, IL**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DONEE:**

**SOUTH SUBURBAN LAND BANK AND  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **AGENDA BRIEFING**

**DATE:** October 11, 2016

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Hildy L. Kingma, AICP, Director of Economic Development and Planning

**RE:** Ordinance Authorizing the Donation of a Property at 44 Apache Street to the South Suburban Land Bank and Development Authority

### **BACKGROUND/DISCUSSION:**

The Village obtained the deed to the property at 44 Apache Street through the judicial abandonment process in September 2016. There is still a house on the property that is vacant and blighted. The house will be deconstructed using the IHDA Blight Reduction Program grant. The Village is partnering with the South Suburban Land Bank and Development Authority (SSLBDA) on this grant, and under the terms of the grant, the SSLBDA is required to own all properties before deconstruction begins. Therefore, the Village will transfer the deed to the SSLBDA so it can be deconstructed with the grant funds. Ultimately, the property will be transferred back to the Village as part of the Village's land banking program in the Eastgate neighborhood.

The Village Attorney reviewed and approved the attached Ordinance and the attached Donation Agreement.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Regular Board meeting agenda of October 17, 2016, for First Reading.

**ORDINANCE NO.  
AN ORDINANCE AUTHORIZING THE DONATION  
OF PROPERTY COMMONLY KNOWN AS 44 APACHE STREET  
IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS**

---

---

**WHEREAS**, the Mayor and Board of Trustees of the Village of Park Forest (“Park Forest”) have determined that it is necessary and desirable that certain real property located within Park Forest which is commonly known as 44 Apache Street and which is legally described on Exhibit “A” attached hereto (“Subject Property”) be donated by Park Forest to the South Suburban Land Bank and Development Authority (“SSLBDA”); and

**WHEREAS**, the Subject Property is being donated to the SSLBDA in order to promote the public health, safety and welfare.

**NOW, THEREFORE**, be it ordained by the Mayor and Board of Trustees of the Village of Park Forest, Cook County, Illinois, in the exercise of Park Forest’s home rule powers as follows:

**SECTION 1:** The recitals set forth above are incorporated herein by reference and made a part hereof.

**SECTION 2:** The Mayor and Board of Trustees hereby authorize the donation of the Subject Property, pursuant to the terms and conditions of a Donation Acceptance Agreement between Park Forest, as the title holder of record, and the SSLBDA in substantially the form attached hereto as Exhibit “B” as finally determined by the Village Manager.

**SECTION 3:** The Mayor, Village Clerk, Village Manager and Village Attorney are authorized to execute any documents necessary to complete the sale of the Subject Property.

**SECTION 4:** If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

**SECTION 5:** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED:**

**ATTEST:**

---

John A. Ostenburg  
MAYOR

---

Sheila McGann  
CLERK

**EXHIBIT "A"**

**Legal Description**

LOT 20 IN BLOCK 9 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

ADDRESS: 44 APACHE STREET, PARK FOREST, IL 60466

PIN: 32-30-210-020-0000

**EXHIBIT "B"**

**DONATION ACCEPTANCE AGREEMENT**

**SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY**

**DONATION ACCEPTANCE AGREEMENT**

THIS DONATION ACCEPTANCE AGREEMENT (the "Agreement") is made between Village of Park Forest, Illinois ("Donor") and South Suburban Land Bank and Development Authority ("SSLBDA" or "Donee"). This Agreement is effective as of \_\_\_\_\_ (the "Effective Date").

**Recitals**

Donor owns certain real property, improvements, appurtenances and hereditaments located at 44 Apache Street, Park Forest, Cook County, Illinois legally described on Exhibit "A" attached to this Agreement (the "Property") and wishes to donate the Property to SSLBDA. SSLBDA wishes to accept the donated Property under subject to the terms and conditions set forth below.

Therefore, the Parties hereto agree as follows:

**Agreement**

**1. Donation of Property.** Subject to both Parties' compliance with the terms and conditions of this Agreement, Donor shall donate to SSLBDA and SSLBDA shall accept from Donor the Property.

**2. Closing Date.**

A) The closing shall take place on or before \_\_\_\_\_, 2016 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and SSLBDA or otherwise extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the Donee's attorney, or at a place so designated and approved by the Parties in writing. If the closing does not occur by the date specified in this Paragraph or in any extension, this Agreement is automatically terminated.

**3. Inspection and Acceptance.**

A) Before entering into this Agreement, Donor shall have provided Donee with full and unlimited access to the Property, and Donee shall have inspected the Property and obtained for its own use, benefit and reliance, inspections and/or reports on the condition of the Property. Donee has reviewed all necessary inspection reports and, subject to the terms and conditions of this Agreement, has accepted the Property.

B) Within fourteen (14) days of the Effective Date, Donor shall send to SSLBDA copies of any and all of the following that are in Donor's possession: (i) structural, electrical, mechanical, plumbing, termite inspection, zoning, code compliance or pending improvements reports relating to the Property, (ii) notices of any violations of laws or governmental ordinances, regulations or laws relating to the Property, and (iii) any notice, writing or information regarding any pending or threatened litigation relating to the Property, and where such information, reports,

or other items are in the possession of the REO department of Donor or Donor's real estate agent (if engaged by Donor in connection with this transaction). Donee acknowledges that the inspection reports prepared or caused to be prepared by Donor are for the use and benefit of Donor. Donee will not rely solely upon any such inspection reports obtained by Donor in making a decision to accept the Property; provided however, Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder.

**4. Personal Property.** Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this donation unless the personal property is specifically described and referenced on Exhibit "B" attached to and made a part of this Agreement. Any personal property at or on the Property may be subject to claims by third parties and, therefore, shall be removed from the Property prior to the Closing Date. SSLBDA assumes no responsibility for any personal property remaining on the Property at the time of closing.

**5. Condition of Property.** Donee is purchasing the Property in its current "As Is" condition subject only to such repairs as may be expressly required under this Agreement or agreed to in writing by Donor and Donee prior to closing. Should any lender, insuring entity, governmental body or agency require that certain repairs to the Property be made or that certain other conditions or requirements be met prior to Closing, Donor, at its sole option, may comply with such requirement or terminate the Agreement.

**6. "As-Is" Condition.**

OTHER THAN EXPRESS REPRESENTATIONS SET FORTH HEREIN, DONOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE APPLIANCES, UTILITY FIXTURES, EQUIPMENT AND OTHER APPURTENANCES RELATING THERETO; OR ANY OTHER MATTER AFFECTING OR RELATING TO THE HEREIN DESCRIBED PROPERTY (OTHER THAN THE WARRANTY OF TITLE ACCORDING TO THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), AND THAT DONEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. DONEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE, AND DONEE AGREES TO ACCEPT THE HEREIN DESCRIBED PROPERTY "AS-IS" AND "WHERE-IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE HEREIN DESCRIBED PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NO REPRESENTATIONS, CLAIMS, STATEMENTS, ADVERTISING OR PROMOTIONAL ACTIVITIES MADE OR CONDUCTED BY DONOR OR DONOR'S AGENTS OR REPRESENTATIVES SHALL BE BINDING UPON DONOR UNLESS THE SAME ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, ITS ADDENDA, OR A SUBSEQUENT WRITTEN AGREEMENT EXECUTED BY DONOR AND DONEE.

**7. Real Estate Taxes.**

A) Donee and Donor agree that the Donor is accepting the Property subject to all unpaid real estate taxes, liens, mortgages or other encumbrances affecting the Property.

B) Donor shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Donor has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and Donee as current owner of the Property receives the payment, Donor understands that Donee is not required to submit the refund to Donor.

C) If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Donor will donate the fuel in the tank at closing as part of the property being donated. Donor may remove the contents of storage tanks prior to closing at Donor's expense.

**8. Delivery of Possession of Property.**

A) *Delivery of the Property.* Donor shall deliver possession of the Property to Donee on the Closing Date. If Donee alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of Donor, such event shall constitute a breach by Donee under this Agreement and Donor may terminate this Agreement.

B) *Vacant Property Acquisition.* If the Property is intended to be acquired by the Donee as vacant or abandoned, the following shall apply: In addition to the warranties and covenants of subparagraph (a) above, **Donor warrants and covenants with Donee that (i) the Property was vacant and unoccupied at the time of commencing discussions with Donee for the accept of the Property, (ii) the Property is vacant and unoccupied at the time of the execution of this Agreement and (iii) will be delivered to Donee at the closing in a vacant and unoccupied condition.**

C) *Occupied Property Acquisition.* If the Property is intended to be acquired by the Donee as occupied property, the parties shall execute the Occupied Property Addendum attached hereto as an Addendum.

**9. Title to be Delivered.**

At closing, Donor agrees to deliver to Donee the Deed, which conveys Donor's interest in the Property to Donee.

**10. Title and Examination.**

At Donor's expense, Donee shall promptly order a commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") issued by the title company of Donee's choice licensed to do business in Illinois (the "Title Company") and provide a copy to Donor upon Donee's receipt thereof. Donee shall have five (5) business

days from the date of its receipt of the Title Commitment or Title Opinion to examine title and make any objections thereto, which shall be made in writing to Donor or deemed waived. If any objections are so made, Donor shall be allowed sixty (60) days to make title marketable at regular rates or cancel this Agreement. Objections to title shall mean a title matter which fails to meet the customary title examination standards for title examiners for the jurisdiction in which the Property is located and makes the title unmarketable.

#### **11. Defects in Title.**

Upon examination of the Title Commitment or Title Opinion by Donee and notice to Donor of a title objection, the Parties agree to proceed as follows:

A) If Donee raises an objection to Donor's title to the Property as provided in Paragraph 10, which, if valid, would make title to the Property uninsurable and not corrected by the Donor within sixty (60) days, Donor shall have the right to terminate this Agreement by giving written notice of the termination to Donee, provided however, Donee shall have the right within five (5) days of such notice to either waive such defect or request Donor to proceed under Paragraph 11(C) below.

B) If Donor is able to correct the problem through reasonable efforts, as Donor determines, at its sole and absolute discretion, within said sixty (60) day period, including any written extensions, or (subject to Donee's consent described in Paragraph 10) if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, as provided below or Donee waives the defect, then this Agreement shall remain in full force and Donee shall perform pursuant to the terms set in this Agreement.

C) Donor will cooperate with the Title Company and Donee on the title corrections to remove any such exception or to make the title insurable, but any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

D) In the event Donor, within such sixty (60) day period is not able to (i) make the title marketable or correct any problem or (ii) obtain title insurance from a reputable title insurance company, all as acceptable to Donee as provided herein, Donee may either waive the objection or terminate this Agreement without penalty.

#### **12. Land Banking Depository Agreement.**

If agreed to in writing by the Parties, an SSLBDA Depository Agreement, attached hereto as an Exhibit C, entered into between the Parties with regard to the Property shall be attached to and recorded with the Deed as a deed restriction.

#### **13. Deed**

A) The Deed to be delivered at closing shall be a recordable, stamped Special Warranty Deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which Deed may be known as a Special Warranty, or a Limited Warranty Deed). Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of

Deed. It is the intent of Donor to deliver title to the subject Property through the conveyance of the Special Warranty Deed or comparable instrument, in accordance with all applicable local, state and Federal rules, regulations and procedures. The comparable instrument, at a minimum, must contain the following language: “Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.”

B) **Permitted Exceptions.** At closing, Donor agrees to deliver to Donee the Deed which conveys fee simple title in the Property to Donee subject only to the following (“Permitted Exceptions”):

- (i) Covenants, conditions and restrictions of record;
- (ii) Any private, public and utility easements and roads and highways;
- (iii) Zoning laws and ordinances; and
- (iv) General real estate taxes applicable to the Property.
- (v) Any and all deed restrictions set forth and agreed to in this Agreement

#### **14. Representations and Warranties.**

Donee represents and warrants to Donor the following:

A) Donee is accepting the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents or assigns;

B) Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in this Agreement;

C) Donee has not relied on any representation or warranty from Donor regarding the nature, quality or workmanship of any repairs made by Donor; and

D) Donee will not occupy or cause or permit others to occupy the Property prior to closing.

E) Donee has the power and authority to execute, deliver and perform the conditions set forth in this Agreement. Donee’s execution of this Agreement is not subject to any further approval, vote or contingency from any person or committee;

F) The execution of and performance under this Agreement will not conflict with or be a breach of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Donee is subject, and Donee has obtained any consent, approval, authorization or order from any court or governmental agency or body required for the execution, delivery and performance by Donee under this Agreement; and

G) Donee itself does not intend to use the Property as a principal residence or for family, household or personal use.

H. Donee has or will receive funding from the Illinois Housing Development Agency Blight Reduction Program to demolish/deconstruct the Property and shall complete the demolition/deconstruction before June 30, 2017.

I. Donee shall not sell the Property until the demolition/deconstruction of the Property has been completed, and shall only convey the Property back to the Donor upon request.

J. The representations and warranties made in this paragraph shall not merge with the deed and shall survive the Closing.

**15. Deliveries by Donor.**

Within seven (7) days after the Effective Date, if not already delivered to Donee, Donor shall deliver the following to Donee:

A) Copies of all licenses, permits, inspection reports, zoning information, Certificates of Occupancy, and all reports identified in Section 3(B) herein in Donor's possession, if any.

B) All building plans, diagrams, architect drawings, surveys and construction or architect contracts in Donor's possession, if any.

**16. Plat of Survey**

A) If Donor does not provide a survey, which conforms to the standards set forth in this Agreement, within seven (7) days of the Effective Date, Donee may acquire such a survey at Donee's expense.

**17. Donor Costs.** Donor shall pay all of the following closing costs:

**18. Donee Closing Costs.** Donee shall pay for:

A) All recording and service fees required in order to record the Deed; and

B) Fees for Donee's Attorney

C) Any title policy requires by the Donee.

**19. Closing Documents.**

Donor shall provide and execute the following documents at closing:

A) Deed

B) ALTA Statement

C) Power of Attorney, if applicable

- D) Lead-Based Paint Disclosure, if required
- E) Municipal Transfer Tax Declaration (including Water Department Certification and Zoning Compliance Certificate, if applicable);
- F) County Transfer Tax Declaration;
- G) Gap Undertaking;
- H) State Transfer Tax Declaration;
- I) Pay-off Letters, Releases, Estoppel Letters, and Utility Letters, if applicable;
- J) Affidavit Regarding Donor;
- K) FIRPTA Affidavit; and
- L) Executed Settlement Statement.

Donee shall provide and execute the following documents at closing:

- A) Affidavit Regarding Donee;
- B) Power of Attorney, if applicable;
- C) Executed Settlement Statement; and
- D) Survey.

**20. Condominium or Planned Unit Development.**

If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Donor, at Donor's own expense, is responsible for obtaining and providing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative to Donee within five (5) days of execution of this Agreement by both Parties. Donee will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Donee does not notify Donor in writing, within fifteen (15) days of receipt of said documents, of Donee's objection to the covenants, conditions and restrictions and/or bylaws. Donee understands and acknowledges that this transaction may be subject to the written consent of the governing body of a condominium, planned unit development, co-operative, or home owner's association, depending on the covenants, conditions and restrictions and/or bylaws of said governing body. Donee agrees to promptly submit such references or other information as such governing body may require and Donee agrees to cooperate in any reasonable manner to obtain such consent, including a personal appearance by Donee before such governing body. Donee shall be solely responsible for obtaining such consent. If after reasonable efforts, Donee is unable to obtain such governing body's consent to this transaction, Donee may terminate this Agreement. Upon termination of this Agreement, Donee and Donor shall have no further liability, no further obligation, and no further responsibility each to the other and Donee and Donor shall be

released from any further obligation each to the other in connection with this Agreement.

**21. Lead Paint Disclosure.** (Check the provision that applies.)

Donor represents that the dwelling was constructed on the real property in 1978 or later.

Donor represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Agreement is the form, **LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978.**)

**22. Cancellation of Contracts.** On or prior to the Closing Date, Donor agrees to cancel any contracts that Donor (or Donor's agent) has with respect to the Property, effective as of the Closing Date, and to pay any amounts due with respect to any such contract after the Closing Date. Donor agrees to cooperate with Donee in causing the utility accounts associated with the Property to be transferred into the name of Donee as of the Closing Date (unless there is a credit on the settlement statement for the payment of such utility service charges).

**23. Remedies for Default.**

A) In the event of Donee's default, material breach or material misrepresentation of any fact under the terms of this Agreement, Donor is automatically released from the obligation to donate the Property to Donee and neither Donor nor its representatives, agents, attorneys, successors, or assigns shall be liable to Donee for any damages of any kind as a result of Donor's failure to donate and convey the Property.

B) Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

C) The Parties agree that neither Party shall be liable to the other for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.

**24. Indemnification.**

Donee agrees to indemnify and fully protect, defend, and hold Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

A) inspections or repairs made by Donee or its agents, employees, contractors, successors or assigns;

B) the imposition of any fine or penalty imposed by any municipal or governmental entity resulting from Donee's failure to timely obtain any necessary Certificate of Occupancy or to comply with equivalent laws and regulations; and

C) claims for amounts due and owed by Donor for taxes, homeowner association dues or assessment or any other items prorated at closing under Paragraph 7 of this Agreement, including any penalty or interest and other charges, arising from the proration of such amounts for which Donee received a credit at closing under Paragraph 7 of this Agreement.

**25. Risk of Loss.** Donor assumes all risk of loss related to damage to the Property prior to the Closing Date. In the event of fire, destruction or other casualty loss to the Property after Donor's acceptance of this Agreement and prior to closing and funding, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

**26. Eminent Domain.** In the event that Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

**27. Keys.** If Donor is not in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, then the cost of obtaining the same will be the responsibility of Donee. Donee also understands that if the Property includes an alarm system, Donor cannot provide the access code and/or key and that Donee is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, Donor will re-key the exterior doors to the Property prior to closing at Donor's expense.

**28. Full Performance and Survival.** Donor shall have been deemed to have fully performed and discharged Donor's obligations under this Agreement upon recording of the Deed to the Property in the Recorder's Office of Cook County. Notwithstanding anything to the contrary in this Agreement, the provisions of Paragraph 24 of this Agreement, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive the closing, funding and the delivery of the Deed and/or termination of this Agreement by any Party and continue in full force and effect.

**29. Severability.** The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

**30. Assignment of Agreement.** Parties shall not assign this Agreement without the express written consent of the non-assigning Party. Assignment without written consent of all Parties will be deemed null and void, with all Parties remaining bound by the terms of this Agreement.

**31. Entire Agreement.** This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards or Donor Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Donee

and Donor concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between Donee and Donor. **NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY DONOR AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF DONOR SHALL BE DEEMED VALID OR BINDING UPON DONOR UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.** All negotiations are merged into this Agreement. Donor is not obligated by any other written or verbal statements made by Donor, Donor's representatives, or any real estate licensee.

**32. Modification.** No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Donee and Donor.

**33. Rights of Others.** This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns and Donee.

**34. Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

**35. Headings.** The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

**36. Gender.** Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

**37. Force Majeure.** Except as provided in Paragraph 28 to this Agreement, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

**38. Attorney Review.** The Parties acknowledge that each Party has had the opportunity to consult with its respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any Party because that Party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

**39. Notices.** Any notices required to be given under this Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid. All notices to Parties will be deemed sent or delivered if sent or delivered to the Party or its agent, at the addresses set forth below:

To Donor:

Thomas K. Mick, Village Manager

Village of Park Forest  
350 Victory Drive  
Park Forest, Illinois 60466

With a copy to:

Mark H. Sterk  
Odelson & Sterk, Ltd.  
3318 West 95<sup>th</sup> Street  
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director  
South Suburban Land Bank and Development Authority  
3700 W. 183<sup>rd</sup> Street, Suite B100  
Hazel Crest, Illinois 60429

With a copy to :

Brent O. Denzin  
Ancel Glink P.C.  
140 South Dearborn, Suite 600  
Chicago, Illinois 60602

**40. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties hereto.

**41. Invalidity.** If for any reason any portion or paragraph of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

**42. Attorneys' Fees.** Each Party shall pay the fees and costs of its own counsel. In the event a legal proceeding is commenced to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs from the other Party.

**43. Cumulative Rights.** The rights, options, election and remedies contained in this Agreement shall be cumulative; and no one such rights, options, elections and remedies shall be construed as excluding any other of them or any right or remedy allowed or provided by law.

**44. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Property is located.

**45. Donor Authority.** Donor has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement

and all the deeds, agreements, certificates, and other documents contemplated herein. This Agreement has been duly executed by and is a valid and binding agreement of Donor, enforceable in accordance with its terms, except as enforceability may be limited by equitable principles or by the laws of bankruptcy, insolvency, or other laws affecting creditors' rights generally.

[Remainder Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

**DONOR:**

**Village of Park Forest**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DONEE:**

**South Suburban Land Bank and Development  
Authority**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "A"**

Legal Description of Property

**LEGAL DESCRIPTION**

LOT 20 IN BLOCK 9 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

ADDRESS: 44 APACHE STREET, PARK FOREST, IL 60466

PIN: 32-30-210-020-0000

**EXHIBIT “B”**

Personal Property

NONE, UNLESS SPECIFICALLY IDENTIFIED BELOW:

**LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978**

**TO ACCEPT AGREEMENT BETWEEN**

**VILLAGE OF PARK FOREST AS DONOR**

**AND**

**SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY, AS DONEE**

**LEAD WARNING STATEMENT**

Every Donee of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Donor of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Donor's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before accept.

**DONOR'S DISCLOSURE**

1. Presence of lead-based paint and/or lead-based paint hazards (check items a or b below):
  - a.  Known lead-based paint and/or lead-based paint hazards are present in the housing. If checked, the following explanation is provided: \_\_\_\_\_
  - b.  Donor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
2. Records and reports available to Donor (check item a or b below):
  - a.  Donor has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. If checked, the following documents were provided: \_\_\_\_\_
  - b.  Donor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**DONEE'S ACKNOWLEDGMENT**

1. Buyer has read the Lead Warning Statement above and understands its contents, and has received copies of all information listed above.
2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
3. Buyer has either (check one of the boxes below):
  - received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



**NOTE: PLEASE COMPLETE THIS ADDENDUM ONLY WHEN OCCUPIED PROPERTIES ARE BEING ACQUIRED BY THE DONEE.**

**ADDENDUM TO ACCEPT AND SALE AGREEMENT  
(Occupied Property)**

**THIS ADDENDUM TO ACCEPT AND SALE AGREEMENT (Occupied Property)** (“Addendum”) is dated as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_ (“Donor”) and SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY (“Donee”), amending that certain Accept and Donate Agreement between the Parties of even date herewith (“Acceptance Agreement”). To the extent that this Addendum is inconsistent with the terms of the Acceptance Agreement, then the terms of this Addendum shall control. Any capitalized term not defined in this Addendum shall have the meaning given such term in the Acceptance Agreement. The Acceptance Agreement is hereby amended as follows:

**13. Deed.** Paragraph 13(B) shall be amended by adding the following:

(ix) Existing rights of tenants in possession, if any.

**14. Representations and Warranties.** Paragraph 14(D) is amended and restated in its entirety as follows:

Donee will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property prior to closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property until after the closing.

**15. Deliveries by Donors.** Paragraph 15 is amended by adding the following:

(c) Copies of all Leases in Donor’s possession, if any.

**19. Closing Documents.** In addition to the closing documents set forth at Paragraph 19, Donor and Donee shall execute and deliver at closing, an assignment of Donor’s rights and interests, if any, to all Leases (defined below) by all Tenants, in the form and content acceptable to both Parties, pursuant to which Donor assigns and conveys to Donee all of Donor’s right, title and interest, if any, in and to the Leases and Donee accepts such assignment and conveyance and assumes all obligations under said Leases, including but not limited to compliance with the Protecting Tenants at Foreclosure Act of 2009 and any similar state laws, from and after the Closing Date.

**46. Leases.** The following Paragraph 46 shall be added:

The Property shall be sold subject to the rights and tenancies of any tenant (“Tenant”) of the Property as of the Closing Date pursuant to a written or oral lease (“Lease”), if any.

(a) Donee acknowledges that Donor may not have copies of the Leases or knowledge of the original terms of any oral lease. Donor shall deliver to Donee a signed copy of all Leases in Donor’s possession, if any, with respect to the Property and, upon Donee’s request, any information, reports, or other items that are in the possession of the Donor or Donor’s real estate agent (if engaged by Donor in connection with this transaction) with respect to any Lease. Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 21 of this Agreement.

A) After the Effective Date, Donor will not, without Donee’s consent, enter into, amend or terminate any Lease with respect to the Property.

B) Donor shall deliver to Donee, in addition to any other items required by this Agreement, all security deposits paid by a Tenant under a Lease and all accrued interest thereon actually received by Donor (“Security Deposit”), if any.

C) Donor shall cooperate with Buyer to provide notices to each Tenant under a Lease advising them of the sale of the Property, confirming the transfer of the Tenant’s Security Deposits and directing them to make future rent payments to Donee.

**47. No Other Amendment.** Except as herein amended, the Accept Agreement remains in full force and effect and is hereby ratified and confirmed.

[SIGNATURE PAGES TO FOLLOW]

**DONOR:**

**VILLAGE OF PARK FOREST, IL**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DONEE:**

**SOUTH SUBURBAN LAND BANK AND  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_